

Command= 210-

Point#, Start#-End# or G#= 1-255

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----02-21-2025-----12:38:41-----D:...\BMHOME20							
				1	5000.0000	5000.0000	
				2	4977.2927	4776.4503	TRA
				3	4967.7621	4764.3537	TRA
				4	4961.4036	4711.9379	TRA
				5	4967.8818	4696.8716	TRA
				6	4908.6297	4174.1189	TRA
				7	5239.8017	4110.6449	TRA
				8	5239.4814	4613.2633	TRA
				9	5266.8726	4768.8709	TRA
				10	5131.7096	4890.0039	TRA
				11	5000.0000	5000.0000	TRA
				12	5245.9465	4787.6248	TRA
				13	4949.2787	4532.7449	INT
				14	5239.9197	4111.2634	INT
				20	5266.8726	4768.8709	
				21	5245.9075	4787.5811	TRA
				22	4953.9574	4544.3423	TRA
				23	4950.8885	4520.2066	TRA
				24	4921.2779	4287.3316	TRA
				25	4971.2665	4288.4000	TRA
				26	5395.7264	4647.1211	TRA
				27	5266.8720	4768.8780	TRA
				28	5436.1604	4298.3366	TRA
				29	5527.3264	4531.7674	INT
50.49			sethub	100	5157.0890	4852.9827	
50.49			2sethub	101	5037.4343	4962.1924	TRA
50.79			corhse	102	4994.4163	4995.5424	SS
52.41			corhse	103	5064.9797	4921.5021	SS
51.95			corstep*	104	5080.7826	4916.2136	SS
51.96			corstep*	105	5085.0667	4912.6695	SS
53.99			stoop=fl	106	5079.7696	4909.9342	SS
51.81			corhse	107	5093.6708	4898.7531	SS
51.14			@tree***	108	5130.8065	4887.1670	SS
50.19			endwll**	109	5154.2330	4868.6241	SS
50.19			ipin***	110	5245.9075	4787.5811	SS
50.42			endwll**	111	5204.2306	4823.6545	SS
50.45			endfnc	112	5182.7834	4826.9603	SS
53.13			corgar	113	5079.6284	4744.8677	SS
53.09			corgar	114	5082.9678	4798.4677	SS
53.99			corgar	115	5042.3620	4800.7443	SS
52.36			shed**	116	5064.5478	4839.7677	SS
52.14			corhse	117	5067.5496	4865.6432	SS
51.73			slab**	118	5081.6610	4866.3310	SS
51.63			slab**	119	5085.9441	4870.5428	SS
51.46			gnd****	120	5091.1820	4836.1604	SS
50.92			gnd	121	5110.6382	4810.7643	SS

JOB #8 836BROSSEAU [255]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----02-21-2025-----12:38:41-----D:...\BMHOME20							
		50.74	cldr**	122	5135.8916	4794.6976	SS
		49.22	pit	123	5118.0059	4861.4036	SS
		50.08	pit	124	5172.8297	4812.0017	SS
		52.41	pit	125	5100.5225	4734.7252	SS
		50.19	gnd	126	5124.8562	4829.8751	SS
		49.77	gnd	127	5143.6648	4846.6568	SS
		48.55	bs	128	5140.6666	4866.2310	SS
		49.33	gnd	129	5116.3832	4850.0684	SS
		48.94	gnd	130	5128.2508	4876.2275	SS
		49.73	gnd	131	5101.5556	4867.8536	SS
		48.99	gnd	132	5116.5052	4888.3925	SS
		49.84	gnd	133	5096.8482	4882.8985	SS
		49.23	gnd	134	5107.2073	4898.6366	SS
		51.55	gnd**	135	5086.6894	4918.7643	SS
		50.53	setpk	136	5123.1948	4902.2981	SS
		50.65	h2os/o	137	5044.6884	4963.8387	SS
		60.70	topfndip	138	4954.0046	4544.3806	SS

Point#, Start#-End# or G#= 4-



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

APPROVAL FOR CONSTRUCTION OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS)

AS AUTHORIZED BY THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES, WATER DIVISION PURSUANT TO RSA 485-A, WATER POLLUTION AND WASTE DISPOSAL AND ENV-WQ 1000, SUBDIVISION AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM DESIGN RULES.

APPLICATION APPROVAL DATE: 7/31/2019

APPROVAL NUMBER: eCA2019073113

I. PROPERTY INFORMATION

Address: 6 CEDAR ROAD
NORTH HAMPTON NH 03862
Subdivision Approval No.: PRE-1967
Subdivision Name: N/A
County: ROCKINGHAM
Tax Map/Lot No.: 3/6

II. OWNER INFORMATION

Name: W. ALEXANDER HOMES, LLC
Address: W. ALEXANDER HOMES, LLC
250 WOODLAND ROAD
NORTH HAMPTON NH 03862

III. APPLICANT INFORMATION

Name: ANNE W BIALOBRZESKI
Address: 247 LANDING RD
HAMPTON NH 03842-4113

IV. DESIGNER INFORMATION

Name: ANNE W BIALOBRZESKI
Address: 247 LANDING RD
HAMPTON NH 03842-4113
Permit No.: 00348

V. SPECIFIC TERMS AND CONDITIONS: Applicable to this Approval for Construction

A. TYPE OF SYSTEM: STONE AND PIPE

B. NO. OF BEDROOMS: 6

C. APPROVED FLOW: 900 GPD

D. OTHER CONDITIONS AND WAIVERS:

1. This approval is valid for 4 years from date of approval, per Env-Wq 1004.13.
2. Approved with a public water system only.
3. This approval is based on complying with Env-Wq 1004.21 "When Installation of a replacement ISDS is Required" and obtaining an approval for operation for the ISDS prior to the approval expiration date.
4. Approval for a duplex with two (3) bedroom units at 450gpd/unit.
5. No waivers have been approved.

Eric J. Thomas
Subsurface Systems Bureau

DES Web Site: www.des.nh.gov

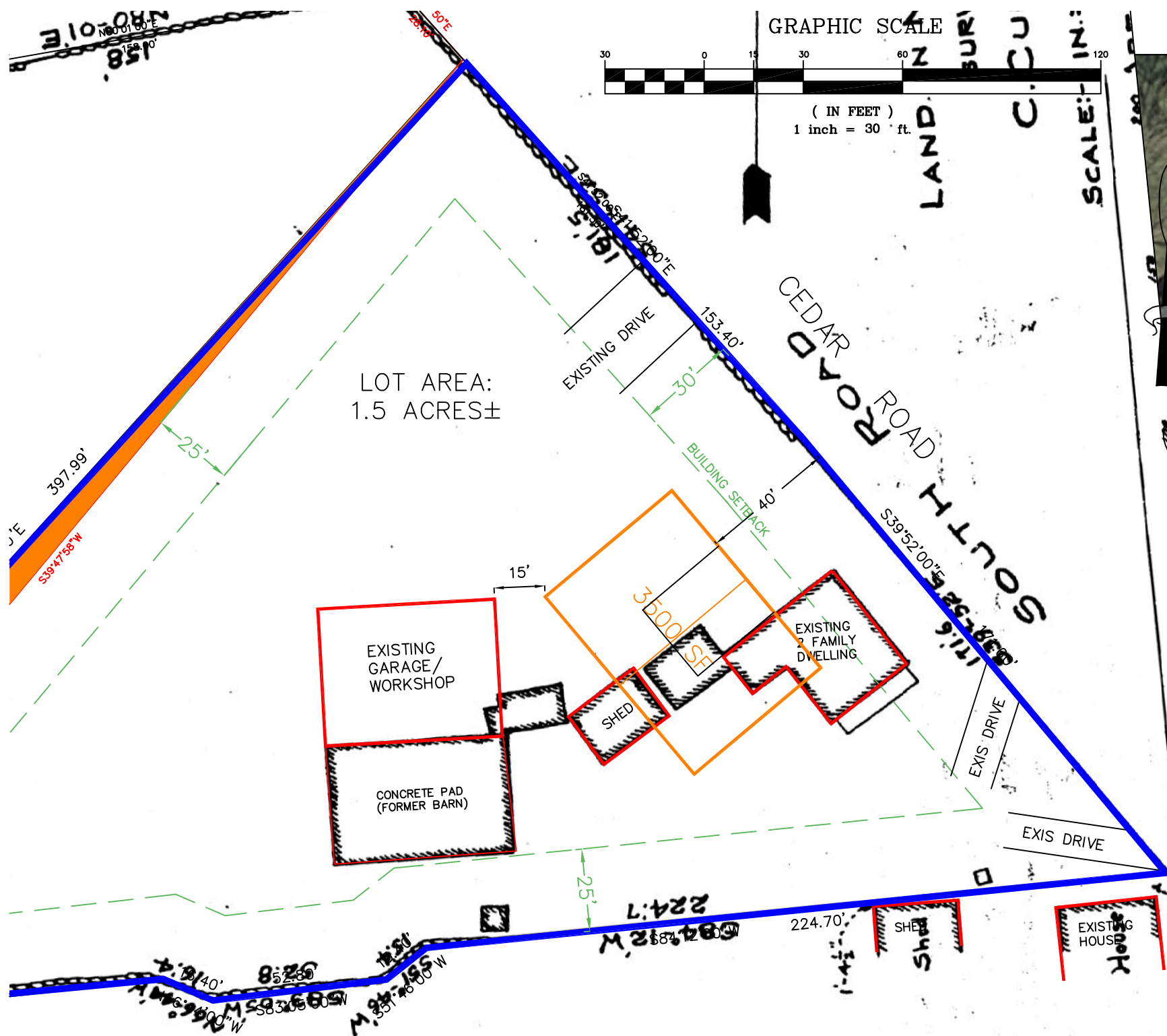
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

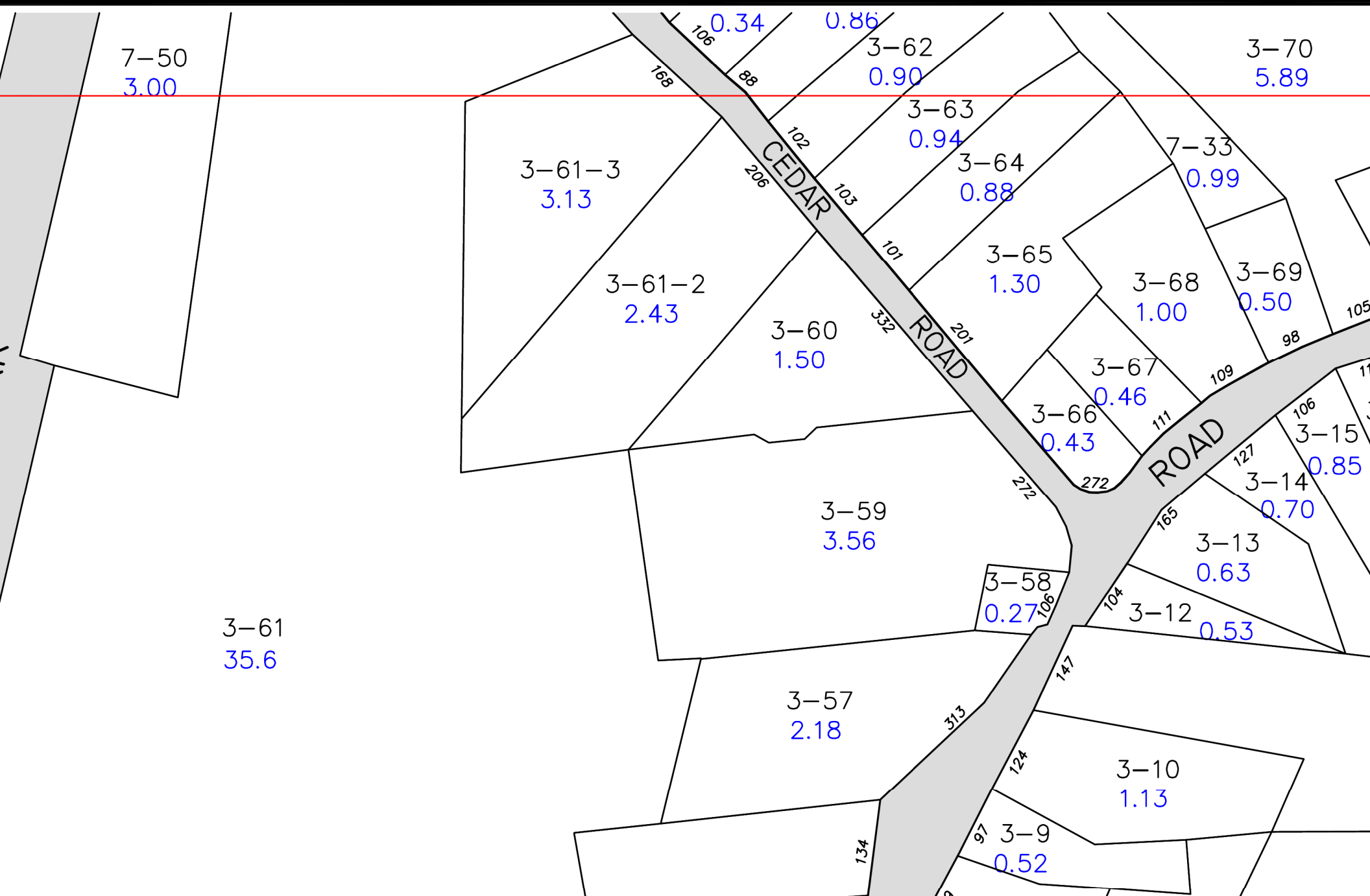
Telephone: (603) 271-3503 Fax: (603) 271-6683 TDD Access: Relay NH 1-800-735-2964

VI. GENERAL TERMS AND CONDITIONS: Applicable to all Approvals for Construction

- A. This Approval for Construction is issued to construct the ISDS as identified on Page 1 of this Approval.
- B. This Approval is valid until 7/31/2023, unless an Approval for Operation has been granted.
- C. By exercising any rights under this approval, the parties have agreed to all terms and conditions.
- D. No liability is incurred by the State of New Hampshire by reason of any approval of any Approval for Construction. Approval by the Department of Environmental Services of sewage and waste disposal systems is based on plans and specifications supplied by the Applicant.
- E. The system must be constructed in strict accordance with the approved plans and specifications.
- F. The installed system must be left uncovered and cannot be used after construction until it is inspected and has received an Approval for Operation of Individual Sewage Disposal System (ISDS) by an authorized agent of the Department.
- G. This system must be installed by an installer holding a valid permit. An owner may install the system for his/primary domicile.
- H. This Approval for Construction does not supersede any equivalent or more stringent local ordinances or regulations. State standards are minimal and must be met statewide.

WORK NUMBER: 201903342
APPROVAL NUMBER: eCA2019073113
RECEIVED DATE: July 31, 2019
TYPE OF SYSTEM: STONE AND PIPE
NUMBER OF BEDROOMS: 6







02

Cedar Rd

6 Cedar Road

Cedar Rd

Mill Rd

Google

Cafe

Know all Men by these Presents,

That I Arthur Batchelder of North Hampton,
County of Rockingham and State of
New Hampshire

For and in consideration of the sum of one dollar
to me in hand before the delivery hereof, well and truly paid by

Batchelder
to
Batchelder

John A. Batchelder of North Hampton, County of
Rockingham and State of New Hampshire
the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents
do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said
John A. Batchelder his heirs and assigns forever,

Delivered to
F. R. Drake
Mail

The following land: First a certain piece of land, containing eight acres more or less, with the buildings thereon, bounded westerly by the Eastern Railroad in New Hampshire, northerly by land of Cyrus Fogg, easterly by the highway, southerly by land Moses B. Hobbs and land of Cyrus Fogg; second, a piece of land, containing three acres more or less, bounded westerly by the Lafayette Road, northerly by land of Horace W. Carter, easterly by land recently conveyed by me to the Boston & Maine Railroad Corporation, southerly by land of Moses B. Hobbs, third, a land, containing six acres more or less, bounded westerly by the highway called Pine Lane, northerly and easterly by land of Cyrus Fogg, southerly by the highway leading from Hampton to Little River; fourth, a field containing two and one half acres, more or less, bounded westerly by land of Cyrus Fogg, northerly land of Angeline Smith, easterly by a lane leading from the highway last above referred to, to the Depot road, southerly by the highway leading from Hampton to Little River; fifth, a piece of pasture and woodland containing sixteen acres more or less, westerly by the Eastern Railroad in New Hampshire, northerly by land of Charles Batchelder and land of Frank Jones, easterly by land of G. F. Taylor and land of John Marston, southerly by land of John Marston and in part by highway leading from Lafayette road; sixth a piece of wood land containing 35 rods more or less, westerly and northerly and easterly by land of heirs of John Marsh southerly by land formerly of Hampton Town Park; seventh, a piece of meadow land six acres more or less, westerly by land of Town Farm and land of heirs of John Marsh, northerly by land of heirs John J. Marsh, easterly by Cyrus Fogg, southerly by land called Twelve Shares and land of Cyrus Fogg; Eighth a piece of marsh land two acres more or less, westerly is bounded by Ann Batchelder, northerly by Little River, easterly by Albert Batchelder, southerly by heirs John Batchelder. All above described eight pieces are situated in said North Hampton. Ninth three acres more or less of marsh land, bounded westerly by land of Martin Sleeper and land of one Redmond, northerly by Dana Garland, easterly by Thomas Sanford, southerly by the same; Tenth three acres more or less marsh, bounded westerly, northerly and southerly by the main river, easterly by Daniel Redmond. Two last described pieces situated in Hampton Brook.

I do have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging to him the said John A. Batchelder and his heirs and assigns, to him and their only proper use and benefit forever. And I the said Arthur Batchelder and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said John A. Batchelder and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed hereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said John A. Batchelder and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, the said John A. Batchelder, wife of the said John A. Batchelder, in consideration aforesaid, do hereby release, quit and relinquish my right of dower in the before-mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by the Statute of the State of New Hampshire, passed July 4, 1851, entitled "an Act to exempt the Homestead of Families from attachment and levy or sale on execution," or by any other Statute or Statutes of said State.

In witness whereof, I have hereunto set my hand and seal this 10th day of February in the year of our Lord 1896

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Francis R. Drake
Delimena B. Drake

Arthur Batchelder

State of New Hampshire, Rockingham, ss.

Feb. 10th

A. D. 1896.

PERSONALLY appeared the above-named Arthur Batchelder and acknowledged the foregoing instrument to be his voluntary act and deed. Before me,

Francis R. Drake Justice of the Peace.

Received and Recorded, Feb. 12 10-20 a.m. 1896

William Monell Register.

Know all Men by these Presents,

374

That I, Norman O. Marston, of North Hampton, in the County of Rockingham and the State of New Hampshire,

Marston

to

Smith
et al

in consideration of One Dollar and other valuable considerations to me paid by Chauncey M. Smith and Marguerite Smith, of Portsmouth, in said County of Rockingham, as joint tenants with the right of survivorship and not as tenants in common,

Delivered to
Grantee

the receipt whereof I do hereof acknowledge, have given, granted, bargained, sold, and conveyed and do for my self and my heirs, by these presents, give, grant, bargain, sell, and convey unto the said grantees, the survivor of them, his or her heirs and assigns, forever,

A certain tract of land with the buildings thereon situated on the westerly side of the Mill Road, so called, and bounded and described as follows: Easterly by said Mill Road; Southerly partly by land of Lilla B. Koford and partly by land of Mary A. Hosley; Westerly by land of said Hosley and northerly by land formerly of William E. Betton, now of one Field; containing 3 8/10ths acres, more or less. For my title see estates of Cyrus Fogg, Emma A. Fogg and Bertha E. Marston; see also quitclaim deed to me from Irving W. Marston, dated April 1, 1940, and recorded in Rockingham Records, Book 958, Page 429.

This conveyance is subject to the 1945 taxes which the grantees agree to assume and pay.

On have and in hold the aforesaid premises, with all the privileges and appurtenances thereunto belonging to the said grantees/ survivor of them, his or her heirs and assigns, to their use and behoof forever. And I do covenant with the said grantees, the/ survivor of them, his or her heirs and assigns; that I am lawfully seized in fee of the afore-described premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said grantee in manner aforesaid; and that I and my heirs will warrant and defend the same premises to the said grantees the/ survivor of them, his or her heirs, and assigns, forever, against the lawful claims and demands of all persons.

And I, Letitia M. Marston, wife of the said grantor, in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State.

In witness whereof we have hereunto set our hand s and seal s, this 5th day of May in the year of our Lord, one thousand nine hundred and forty-five.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

John W. Perkins
Witness to both

Norman O. Marston (L.S.)

Letitia M. Marston (L.S.)

STATE OF NEW HAMPSHIRE, Rockingham

ss.

May 5, 1945

Then the above named / Norman O. Marston and Letitia M. Marston

personally appearing,

acknowledged the above instrument to be their free act and deed.

BEFORE ME:

John W. Perkins

Justice of the Peace.

Received and recorded May 24, 9:30 A.M., 1945

John W. Perkins, Register.

Know all Men by these Presents,

That
shire

I, C. Curtis Field of Exeter, County of Rockingham, State of New Hamp-

Field

to

Clemons

in consideration of One Dollar and other valuable considerations to me paid by
David R. Clemons of Salisbury, County of Essex, Commonwealth of Massachusetts

Delivered to

the receipt whereof I do hereof acknowledge, have given, granted, bargained, sold, and conveyed
and do for my self and my heirs, by these presents, give, grant, bargain, sell, and convey unto
the grantee, his heirs and assigns, forever,

A certain parcel of land, with the buildings thereon, situate in North Hampton in the County of Rockingham and State of New Hampshire, bounded and described as follows: Beginning at a point in the Southwesterly side line of South Road, sometimes called Lobbs Hole Road, and at the Southeasterly corner of land of the Town of North Hampton; thence running South 41° 52' East, 181.5 feet and South 39° 52' East, 171.6 feet by said South Road to land now or formerly of Emma A. Fogg; thence turning and running South 84° 12' West, 224.7 feet; South 51° 46' West, 15.4 feet; South 83° 05' West, 52.8 feet; North 66° 44' West, 16.4 feet and South 83° 32' West, 174.4 feet by land now or formerly of said Fogg to land now or formerly of Mary A. Hosley; thence by the same course South 83° 32' West and by said Hosley land 351.7 feet to land of the Town of North Hampton; thence turning and running North 10° 51' West, 337.2 feet by land of said town to a corner marked by an iron rail; thence turning and running by land of said town South 89° 59' East, 502 feet and North 80° 01' East, 158 feet to the point of beginning. Containing 5.14 acres.

Being the first parcel of land conveyed to me by deed of William T. Betton, et als., dated April 7, 1945 and recorded in Rockingham County Registry of Deeds, Book 1032, Page 18.

Also a certain other parcel of land situate in North Hampton, bounded and described as follows, namely: Northerly by land of Hampton Water Works Company; Easterly by land now or formerly of John E. and Herbert S. Blake; Southerly by land now or formerly of Ira E. Lane; and Westerly by land now or formerly of Ebin L. Dalton. Being the second parcel of land conveyed to me by deed of William T. Betton, et als., dated April 7, 1945 and recorded in Rockingham Registry of Deeds, Book 1032, Page 18.

To have and to hold the aforesaid premises, with all the privileges and appurtenances thereunto belonging to the said grantee his heirs and assigns, to their use and behoof forever. And I do covenant with the said grantee his heirs and assigns; that I am lawfully seized in fee of the afore-described premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said grantee in manner aforesaid; and that I and my heirs will warrant and defend the same premises to the said grantee his heirs, and assigns, forever, against the lawful claims and demands of all persons.

And I, Carolyn E. Field, wife of C. Curtis Field in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State.

In witness whereof we have hereunto set our hands and seals, this eighth day of October in the year of our Lord, one thousand nine hundred and forty-five.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

George R. Scammon

C. Curtis Field (L.S.)

to both

Carolyn E. Field (L.S.)

STATE OF NEW HAMPSHIRE, Rockingham

ss.

October 8 1945

Then the above named C. Curtis Field and Carolyn E. Field

personally appearing,

acknowledged the above instrument to be their free act and deed.

BEFORE ME:

George R. Scammon

Justice of the Peace.

Received and recorded Oct. 8, 4 P.M. 1945

[Signature] Register.

\$6.60
rev.

Know all Men by these Presents,

That I, David R. Clemons, of Salisbury, County of Essex, Commonwealth of Massachusetts,

Clemons

to

Tyson

in consideration of One Dollar
James A. Tyson, of Rockland, County of Plymouth, Commonwealth of Massachusetts, to me paid by

Delivered to

Scammon

the receipt whereof I do hereof acknowledge, have given, granted, bargained, sold, and conveyed
and do for my self and my heirs, by these presents, give, grant, bargain, sell, and convey unto
the said James A. Tyson, his heirs and assigns, forever;

A certain parcel of land with the buildings thereon situate in North Hampton,
County of Rockingham, State of New Hampshire, bounded and described as follows:

Beginning at the Southwesterly side line of South Road, sometimes called Lobbs
Hole Road at land of Emma A. Fogg and thence running Westerly by said Fogg land and
land of the grantor in a straight line four hundred seventy (470) feet to a stake
driven into the ground; thence turning and running Northeasterly by other land of
the grantor in a straight line 380 feet to said South Road at a stake driven into
the ground; thence turning and running Southeasterly by said South Road three hund-
red twenty-five (325) feet to said Fogg land at the point of beginning.

Being a part of the premises conveyed to me by C. Curtis Field by his deed
recorded in Rockingham Records October 8, 1945.

On have and in hold the aforesaid premises, with all the privileges and appurtenances thereunto belonging to the
said grantee, his heirs and assigns, to their use and behoof forever. And I
do covenant with the said grantee, his heirs and assigns; that I am lawfully seized in fee
of the afore-described premises; that they are free of all incumbrances; that I have good
right to sell and convey the same to the said grantee in manner aforesaid; and that I and my
heirs will warrant and defend the same premises to the said grantee, his heirs, and assigns, forever, against
the lawful claims and demands of all persons. whomsoever.

And I, Esther L. Clemons, wife of David R. Clemons,
in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.
And we, each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State.

David R. Clemons and Esther L. Clemons
In witness whereof We, have hereunto set our hands and seals, this 19th day of
December in the year of our Lord, one thousand nine hundred and forty-five.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

George R. Scammon

David R. Clemons (L.S.)

to both

Esther L. Clemons (L.S.)

STATE OF NEW HAMPSHIRE, ROCKINGHAM,

ss. December 19th

1945.

Then the above named David R. Clemons and Esther L. Clemons

personally appearing,

acknowledged the above instrument to be their free act and deed.

BEFORE ME:

George R. Scammon
Justice of the Peace.

Received and recorded Dec. 21, 3:15 p.m. 1945.

John W. Green, Register.

premises, under and by virtue of any law of this State.

IN WITNESS WHEREOF we have hereunto set our hands and seals this twentieth day of December in the year of our Lord, one thousand nine hundred and forty four.

Signed, sealed and delivered
in presence of us:

Edmund F. Richards

John J. Grady (L.S.)

to both

Patrick Grady (L.S.)

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

December 20, 1944.

Then the above-named John J. Grady and Patrick Grady personally appearing, acknowledged the above instrument to be their free act and deed, before me--

Edmund F. Richards
Justice of the Peace.

Received and Recorded: Dec. 20, 3 P.M., 1944.

John W. Green, Register

\$2.75
Rev.

KNOW ALL MEN BY THESE PRESENTS

Warranty
Deed
Betton
et als
To
Field
Mail to:
Grantee

That We, William T. Betton, widower, Matthew T. Betton, and Beatrice Georgatus, single woman, all of Portsmouth in the County of Rockingham and State of New Hampshire, Niles Kalish of New Britain, and Dorothy E. Rotondo, of Hartford, both in the County of Hartford and State of Connecticut, for and in consideration of the sum of ONE DOLLAR to us in hand, before the delivery hereof, well and truly paid by C. Curtis Field, of Exeter in the County of Rockingham and State of New Hampshire aforesaid, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said C. Curtis Field and his heirs and assigns forever:

A certain parcel of land, with the buildings thereon, situate in North Hampton in the County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at a point in the southwesterly sideline of South Road, sometimes called Lobbs Hole Road, and at the southeasterly corner of land of the Town of North Hampton; thence running South 41° - 52' East, 181.5 feet and South 39° - 52' East, 171.6 feet by said South Road to land now or formerly of Emma A. Fogg; thence turning and running South 84° - 12' West, 224.7 feet; South 51° - 46' West, 15.4 feet; South 83° - 05' West, 52.8 feet; North 66° - 44' West, 16.4 feet and South 83° - 32' West, 174.4 feet by land now or formerly of said Fogg to land now or formerly of Mary A. Hosley; thence by the same course South 83° - 32' West and by said Hosley land 351.7 feet to land of the Town of North Hampton; thence turning and running North 10° - 51' West, 337.2 feet by land of said town to a corner marked by an iron rail; thence turning and running by land of said town South 89° - 59' East, 502 feet and North 80° - 01' East, 158 feet to the point of beginning. Containing 5.14 acres.

Being the same premises described in the deed of Ernest L. White to Elizabeth J. Betton, dated April 20th, 1915, recorded in said Rockingham County Registry of Deeds, Book 691, Page 374.

A map of said premises entitled "Land in North Hampton, N. H. surveyed for C. Curtis Field", dated March, 1945, made by John W. Durgin, C. E., is to be recorded herewith, and is made a part of the description of said premises.

Also a certain other parcel of land situate in said North Hampton, bounded and described as follows, namely: Northerly by land of Hampton Water Works Company; Easterly by land now or formerly of John E. and Herbert S. Blake; Southerly by land now or formerly of Ira E. Lane; and Westerly by land now or formerly of Ebin L. Dalton.

Being the same premises described in the deed of Ernest L. White to Elizabeth J. Betton, dated October 5th, 1915, to be recorded herewith.

Said premises are conveyed subject to taxes for the year 1945, which the grantee herein assumes and agrees to pay.

The grantors herein being respectively the surviving husband and all of the heirs-at-law of the said Elizabeth J. Betton, late of Portsmouth in the County of Rockingham aforesaid, deceased, intestate.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances thereunto belonging, to C. Curtis Field, the said grantee, and his heirs and assigns, to their own use and behoof forever.

And we the said grantors and our heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantee and his heirs and assigns, that until the delivery hereof we are the lawful owners of the said premises, are seized and possessed thereof in our own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, except as aforesaid; and that we and our heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said grantee and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And we, Amanda E. Betton, wife of Matthew T. Betton, Jean E. Kalish, wife of Niles Kalish, and Andrew P. Rotondo, husband of Dorothy E. Kalish, for the consideration aforesaid, do hereby release to the said grantee, our rights of DOWER and CURTESY in the before mentioned premises.

And we do each of us hereby release all rights of HOMESTEAD secured to us, or either of us under and by virtue of any law of the State of New Hampshire and all other rights and interest therein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this seventh day of April in the year of our Lord one thousand nine hundred and forty-five.

Signed, sealed and delivered
in presence of

Thomas H. Simes
Witness to W.T.B., M.T.B.
A.E.B., D.E.R. & B.G.

Thomas H. Simes to D.E.R. Atty.

Margaret P. Camp
as to N.K. and J.E.K.

William T. Betton (L.S.)

Matthew T. Betton (L.S.)

Amanda E. Betton (L.S.)

Beatrice Georgatus (L.S.)

Niles Kalish (L.S.)

Jean E. Kalish (L.S.)

Dorothy E. Rotondo (L.S.)

Andrew P. Rotondo

By Dorothy E. Rotondo (L.S.)
Attorney in fact.

STATE OF NEW HAMPSHIRE, ROCKINGHAM, SS.

April 7, A.D. 1945.

Personally appeared the above named William T. Betton, Matthew T. Betton and Amanda E. Betton, and acknowledged the foregoing to be their voluntary act and deed--
Before me:

Thomas H. Simes
Justice of the Peace.

THE STATE OF NEW HAMPSHIRE, ROCKINGHAM, SS.

June 30, A.D. 1945.

Personally appeared the above named Beatrice Georgatus, and acknowledged the foregoing to be her voluntary act and deed - - Before me:

Thomas H. Simes
Notary Public (N.P. SEAL)

My commission will expire 10 June 1947.

bounded and described as follows: Beginning on the Northwest corner thereof, on the Lafayette Road, and at land of the Boston & Maine Railroad; thence running Easterly by land of the Boston & Maine Railroad and across the right of way of said Railroad, and by land formerly of Cyrus Fogg, to the Back Road, so-called; thence running Southerly by said Back Road to land formerly of one Moran, now of George A. Tourtillott; thence running Westerly by said Tourtillott land and land formerly of William Brown; now of Elmer Smith; Crossing the right of way of the Boston & Maine Railroad, to the Lafayette Road; thence running Northerly by said Lafayette Road to the point of beginning. Being the same premises conveyed to David R. Clemons by Mary A. Hosley by deed dated August 14th, 1945, recorded in Rockingham County Registry of Deeds, and the same premises are subject to a mortgage to Martin L. Anderson dated August 14th, 1945, recorded in Rockingham County Registry of Deeds.

A certain tract of land situate in North Hampton aforesaid, bounded and described as follows: Beginning at a point on land of Emma A. Fogg at an iron pipe driven into the ground which is 470 feet South 84 degrees 12 minutes West of the Southeasterly corner of land conveyed by David R. Clemons to James A. Tyson; this point of beginning being the Westerly corner of said Tyson land, and thence running South 83 degrees 32 minutes West along the stone wall to other land of the grantors at an iron rail driven into the ground; thence turning and running North 10 degrees 51 minutes West by said other land of grantors formerly of the Town of North Hampton 337.2 feet to an iron rail driven into the ground at other land of the grantors, formerly of the Town of North Hampton 337.2 feet to an iron rail driven into the ground at other land of grantors; thence turning and running South 89 degrees 59 minutes East 502 feet and then North 80 degrees 01 minutes East 158 feet to the South Road; thence turning and running South 41 degrees 52 minutes East by the South Road to the North corner of land of said Tyson; ~~land 380 feet to said Fogg~~ thence turning and running Southwesterly by said Tyson land 380 feet to said Fogg land at the iron pipe at the point of beginning. Being part of the premises conveyed to David R. Clemons by C. Curtis Field by deed recorded in Rockingham County Registry of Deeds.

Also a certain other parcel of land situate in said North Hampton, bounded and described as follows, namely: Northerly by land of Hampton Water Works Company; Easterly by land now or formerly of John E. and Herbert S. Blake; Southerly by land now or formerly of Ira E. Lane; and Westerly by land now or formerly of Ebin L. Dalton. Being part of the premises conveyed to David R. Clemons by C. Curtis Field by deed recorded in Rockingham County Registry of Deeds.

The above-described premises although ⁱⁿstanding in the names of the respective grantors in their individual capacities are/fact a part of the assets of the grantors as co-partners doing business under the firm name and style of Hampton Airport Co., and the warranties hereinafter set forth apply to the respective grantors as co-partners, said partnership having been dissolved and succeeded by the grantee corporation.

TO HAVE AND TO HOLD the aforesaid premises, with all the privileges and appurtenances thereto belonging, to the said grantee, its successors or assigns, to its use and behoof forever. And we do covenant with the said grantee, its successors and assigns; that we are lawfully seized in fee of the afore-described premises; that they are free of all incumbrances; that we have good right to sell and convey the same to the said grantee, its successors and assigns, in manner aforesaid; and that we and our heirs will warrant and defend the same premises to the said grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

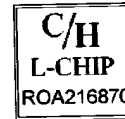
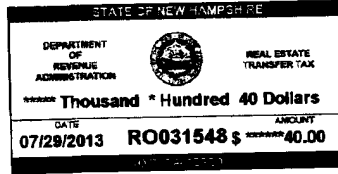
And we, Esther L. Clemons and Hermance M. Dupuis, wives, respectively of David

**RCRD 1057-251
DAVID R. CLEMONS
& HENRY V. DUPUIS
TO
HAMPTON AIRPORT
CO., INC.
DD 03/04/1946
RC 09/03/1946
SEVERAL TRACTS
ONLY PRINTING
SUBJECT PARCEL
JOB 836**

2013 JUL 29 AM 10:12

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

040327



WARRANTY DEED

LOUISE E. KNOX, unmarried, of 4 Cedar Road, North Hampton, Rockingham County, New Hampshire, convey to Louise E. Knox, trustee of **THE LOUISE E. KNOX REVOCABLE TRUST OF 2013**, u/d/t dated July 23, 2013 with WARRANTY COVENANTS:

A certain tract of land with the buildings thereon situated in North Hampton, Country of Rockingham, and State of New Hampshire, on the Westerly side of Mill Road, so called, bounded and described as follows:

Easterly on South Road and Mill Road; Southerly one hundred (100) feet from Mill Road by the land of Chauncey M. Smith, Jr.; Easterly seventy-five (75) feet by the land of Chauncey M. Smith, Jr.; Southerly by a stone wall partly by the land of Lilla B. Koford and partly by land formerly of Mary A. Hosley; Westerly by a stone wall of said Hosley; Northerly partly by a stone wall by land formerly of William E. Betton, now of one Field; containing three (3) acres, more or less.

Being the same premises conveyed to said Harry B. Knox and Louise E. Knox by deed of Lester Leon Wollard, Jr. and Nancy Wollard dated January 23, 1964 and recorded in Rockingham County Registry of Deeds, Book 1705, Page 494.

This is a non-contractual conveyance.

CERTIFICATION OF TRUST

I, Louise E. Knox, Trustee of the Louise E. Know Revocable Trust of 2013, dated July 23, 2013, hereby certify that I am the Trustee and thereto have full and absolute power in said Trust Agreement to receive or convey any interest in real estate and improvements thereon held or to be held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof. The Trust Agreement has not been amended in any way that affects this authority.

Date: July 23, 2013

Louise E. Knox, Individually and as Trustee
of the Louise E. Knox Revocable Trust of 2013



6 CEDAR RD

Location 6 CEDAR RD**Mblu** 003/ 060/ 000/ /**Acct#** 000364**Owner** ROBINSON JEAN M**Assessment** \$366,300**Appraisal** \$366,300**PID** 2145**Building Count** 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$206,100	\$160,200	\$366,300
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$206,100	\$160,200	\$366,300

Owner of Record

Owner ROBINSON JEAN M**Sale Price** \$0**Co-Owner****Certificate****Address** 28 PINE RD
NO HAMPTON, NH 03862**Book & Page** PROBATE**Sale Date** 11/10/2018**Instrument** 48

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
ROBINSON JEAN M	\$0		PROBATE	48	11/10/2018
ROBINSON EDWARD A.	\$0		4474/2187	1A	05/03/2005
ROBINSON PATRICIA	\$0		2450/1310	1A	06/01/1983

Building Information

Building 1 : Section 1

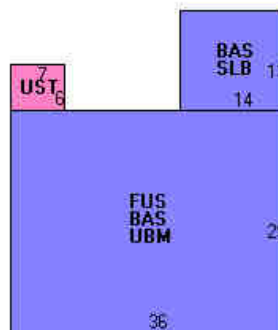
Year Built: 1840
Living Area: 2,270
Replacement Cost: \$221,449
Building Percent Good: 65
Replacement Cost Less Depreciation: \$143,900

Building Attributes

No Data for Building Attributes

Building Photo

(<http://images.vgsi.com/photos/NorthHamptonNHPhotos//default.jpg>)

Building Layout

(http://images.vgsi.com/photos/NorthHamptonNHPhotos//Sketches/2145_2145.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,226	1,226
FUS	Upper Story, Finished	1,044	1,044
SLB	Slab	182	0
UBM	Basement, Unfinished	1,044	0
UST	Utility, Storage, Unfinished	42	0
		3,538	2,270

Building 1 : Section 1

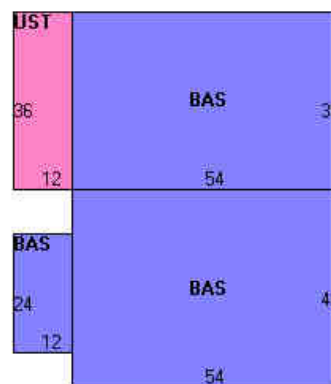
Year Built: 1840
Living Area: 0
Replacement Cost: \$221,449
Building Percent 65
Good:
Replacement Cost
Less Depreciation: \$143,900

Building Attributes

No Data for Building Attributes

Building Photo

(<http://images.vgsi.com/photos/NorthHamptonNHPhotos//\00\00\63\20.jpg>)

Building Layout

(http://images.vgsi.com/photos/NorthHamptonNHPhotos//Sketches/2145_2795.jpg)

Building Sub-Areas (sq ft)**Legend**

No Data for Building Sub-Areas

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL2	1.5 STORY CHIM	1 UNITS	\$2,200	1
FPO	EXTRA FPL OPEN	1 UNITS	\$800	1

Land**Land Use**

Use Code 1040
Description TWO FAMILY
Zone R1
Neighborhood
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 1.5
Frontage
Depth
Assessed Value \$160,200
Appraised Value \$160,200

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR4	W/LOFT-AVG			1040 S.F	\$27,100	1
CNP1	CANOPY-AVG			1200 S.F.	\$28,100	1
BRN3	1 STORY W/LOFT			320 S.F.	\$4,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$206,100	\$160,200	\$366,300
2017	\$173,500	\$126,200	\$299,700
2016	\$173,500	\$126,200	\$299,700

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$206,100	\$160,200	\$366,300
2017	\$173,500	\$126,200	\$299,700
2016	\$173,500	\$126,200	\$299,700

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ORIGINAL COPR. 1910 BY J. C. PARKER

MADE IN U.S.A.

LEFAX, PHILADELPHIA, PA.

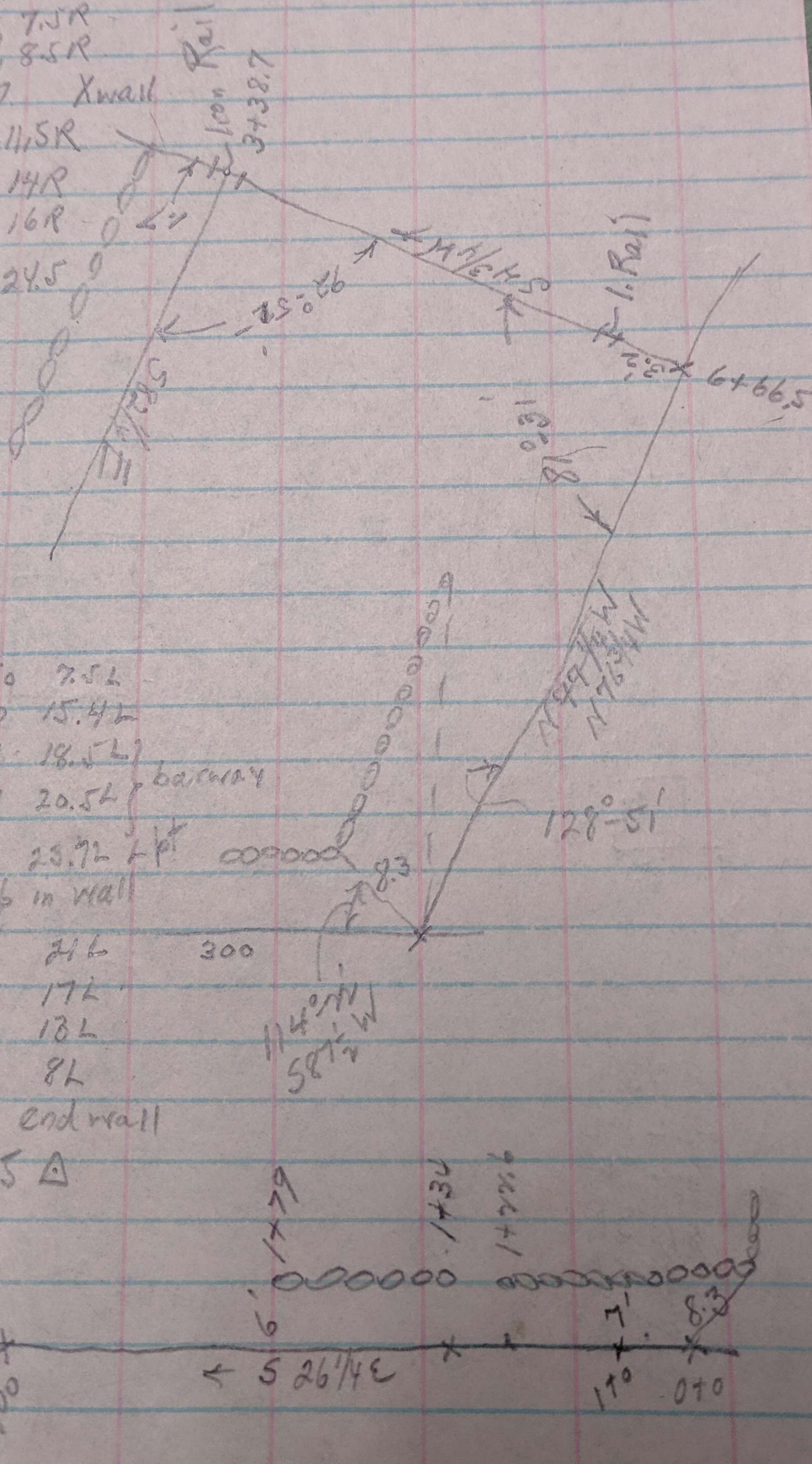
C. Curtis Field No. Hampton

2475
TR. MK. REG. U.S. PAT. OFF.

3/7/1945

- 1+00, 4R
- 2+00, 7.5R
- 3+00, 8.5R
- 3+51.7 X wall
- 4+00, 11.5R
- 5+20 14R
- 5+76 16R
- 5+40 24.5

- 0+50 7.5L
- 1+00 15.4L
- 1+41 18.5L
- 1+19 20.5L barway
- 1+60 23.7L 2 ft
- 20' gap in wall
- 2+00 21L 300
- 3+00 17L
- 4+00 13L
- 5+00 8L
- 5+91 end wall
- 6+66.5 Δ



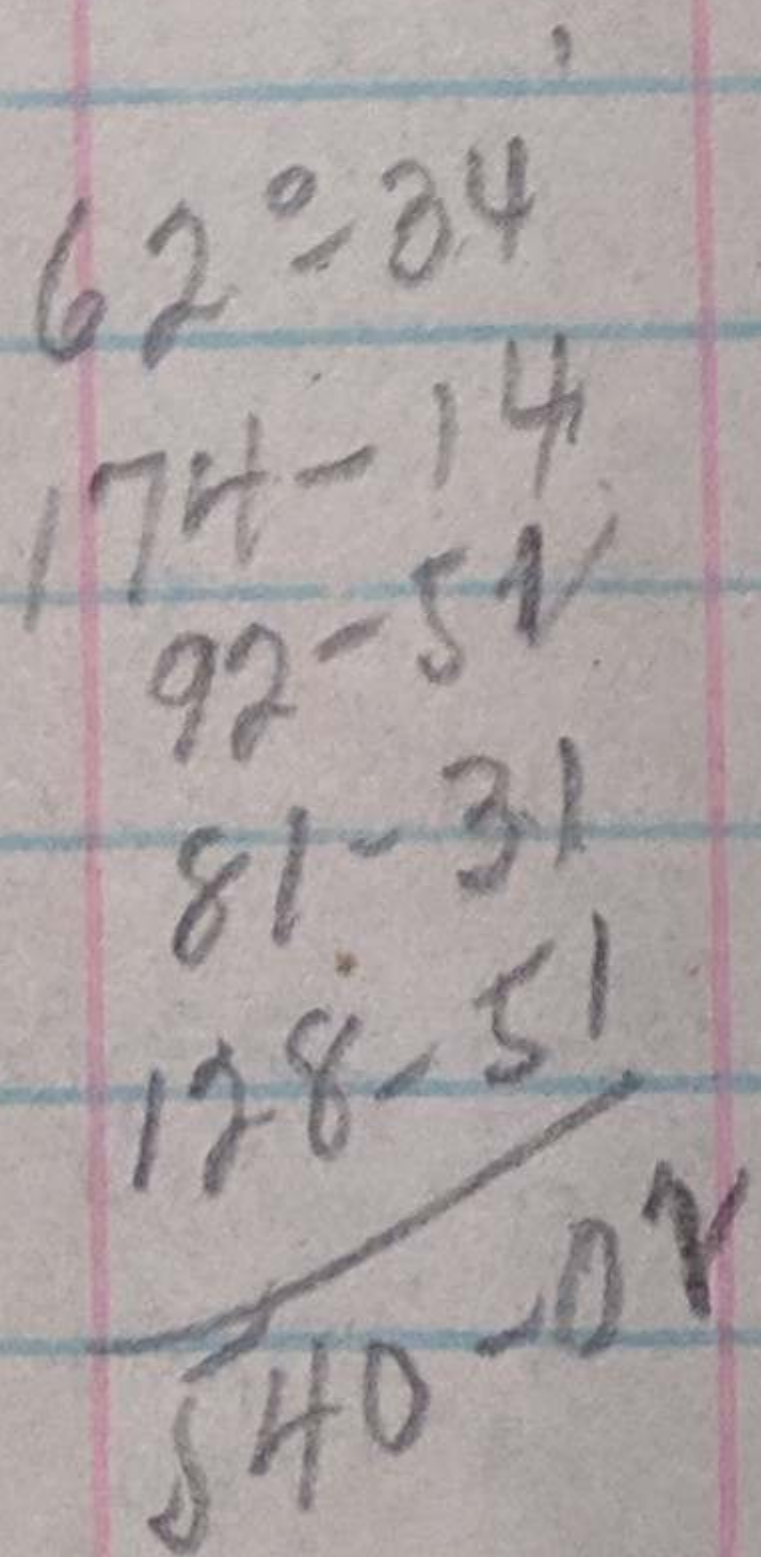
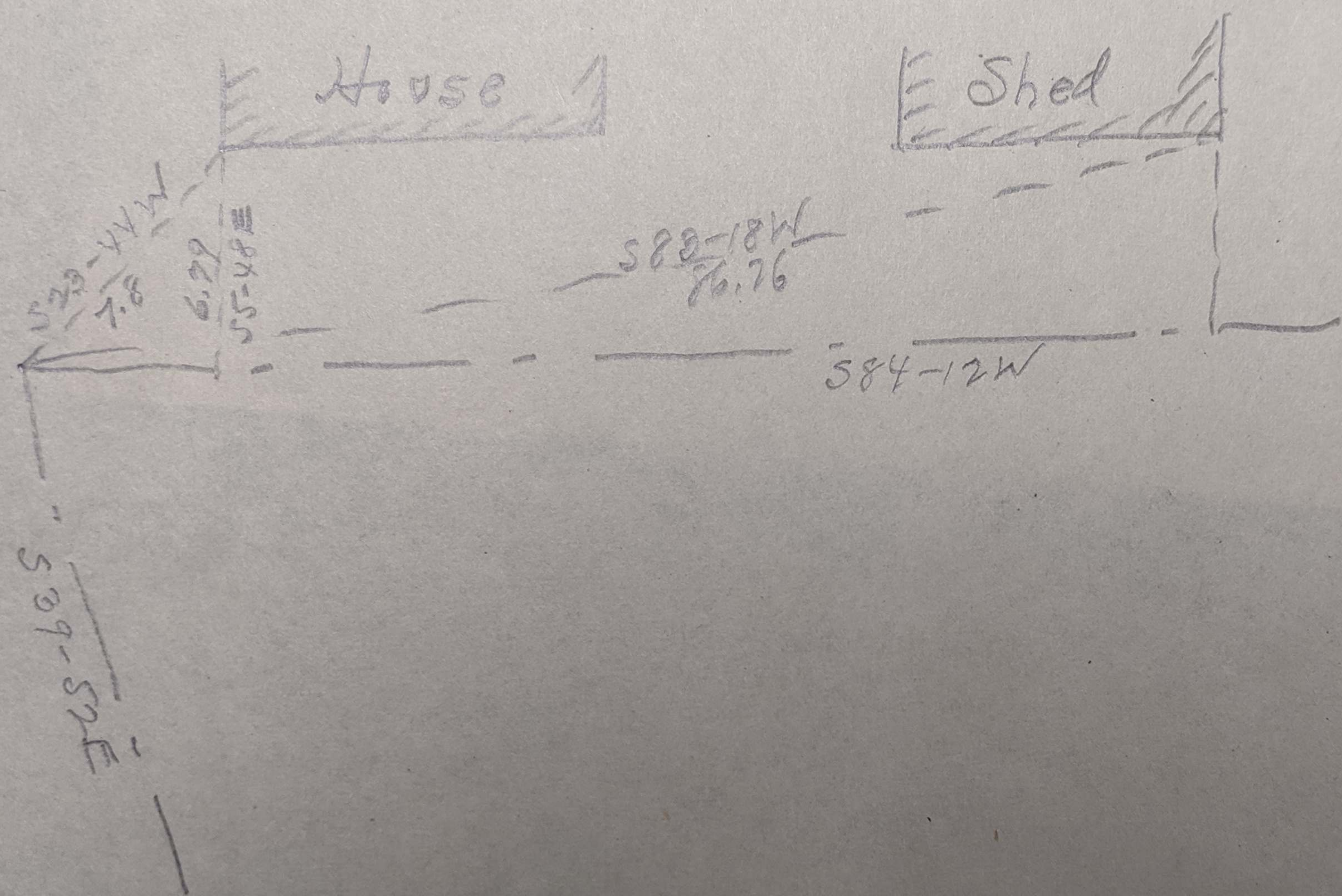


Diagram showing a line with a bearing of $N 25^\circ W$ and a distance of 360. An angle of $62^\circ 34'$ is marked between this line and another line.

Jobbis

Formerly John A. ...
 591W
 22
 583-158

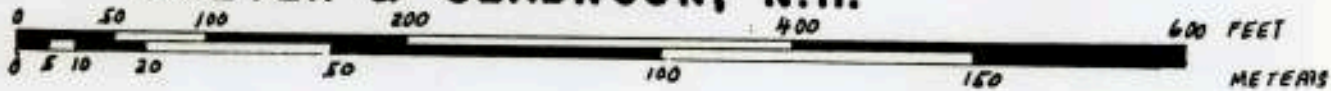
3/9/45



	N	S	E	W
N 39-52 W (171.6)	131.71			110.00
N 48-47 E (6)	3.95		4.51	
		91.02	79.73	

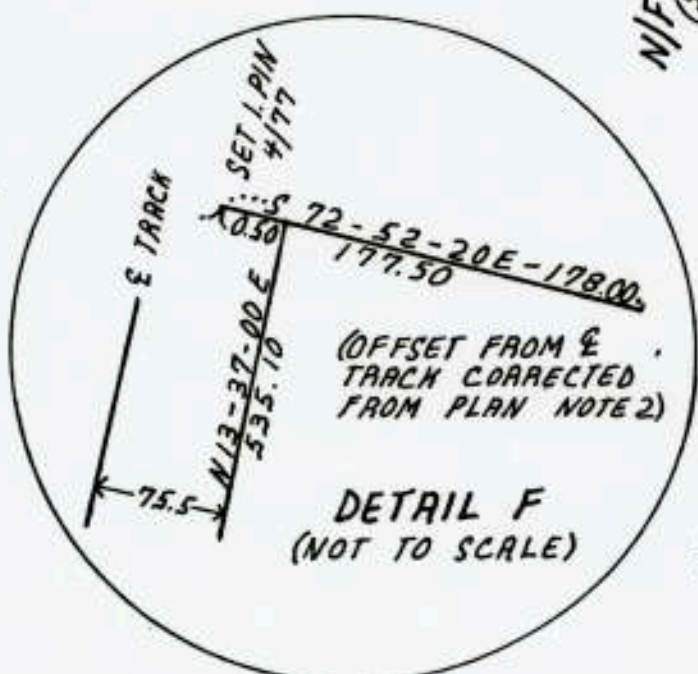
S 23-44 W	7.8
S 55-48 E	.87
<u>29-32</u>	<u>546</u>
	624
	<u>6786</u>

PLAT OF LAND
FOR
HAMPTON AIRPORT INC.
IN
HAMPTON & NORTH HAMPTON N.H.
SCALE: 1"=100' AUGUST, 1977
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N.H.



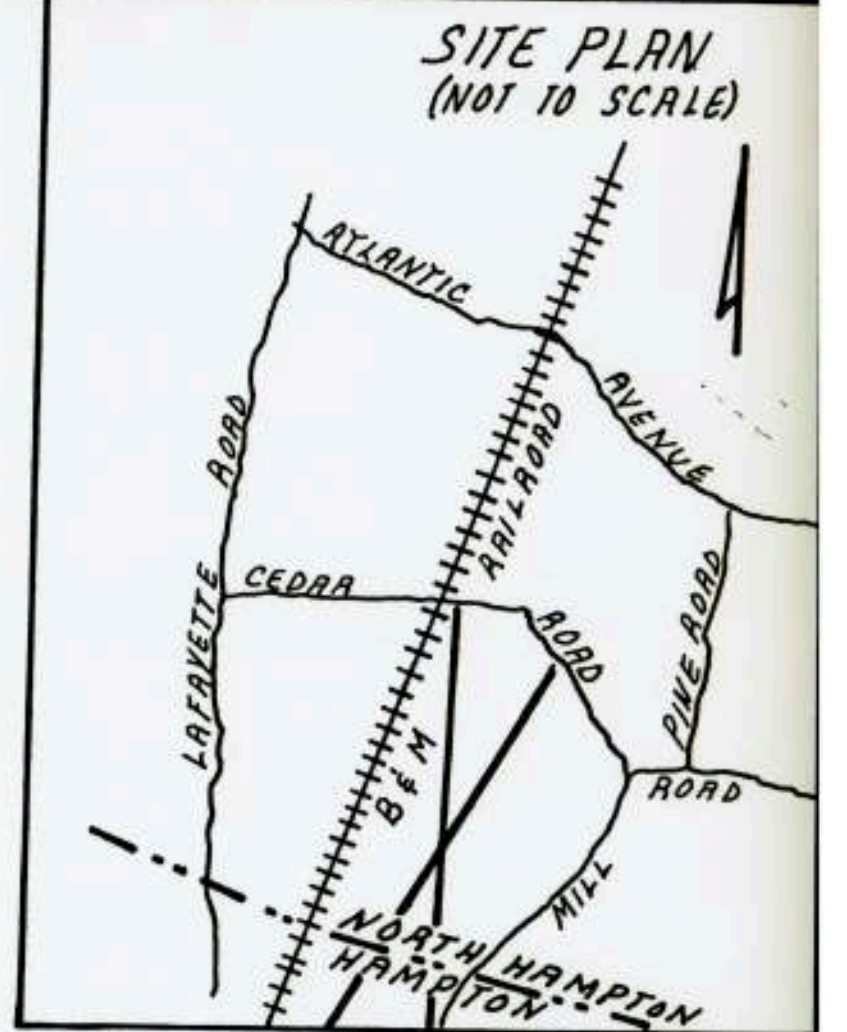
Approved By
North Hampton Planning Board
Date 2-3 Aug 1977

For Recording
[Signature]

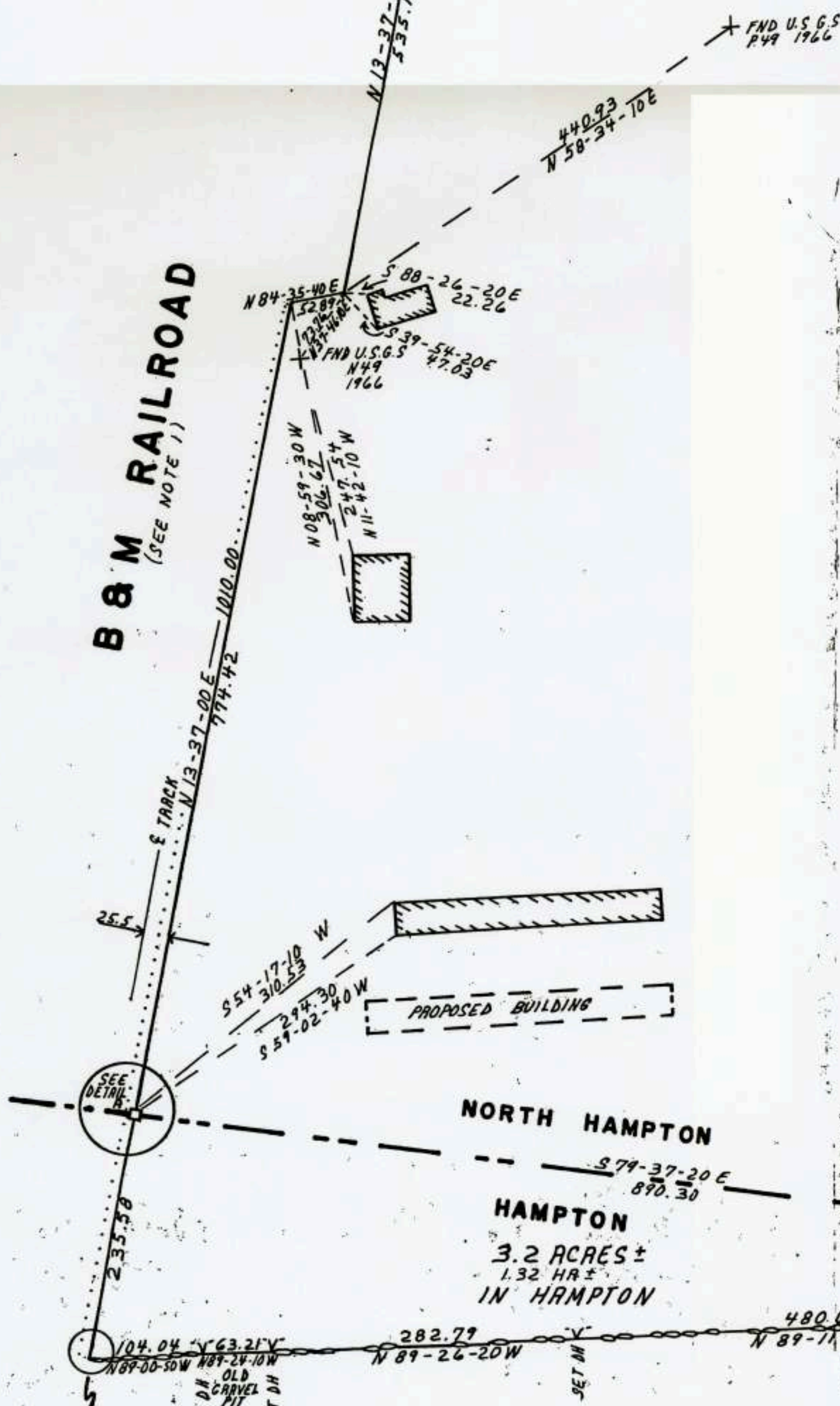


TOTAL RRER
43.7 ACRES ±
17.69 HR ±

38.3 acres
40.5 ACRES ± (total)
16.37 HR ±
IN NORTH HAMPTON

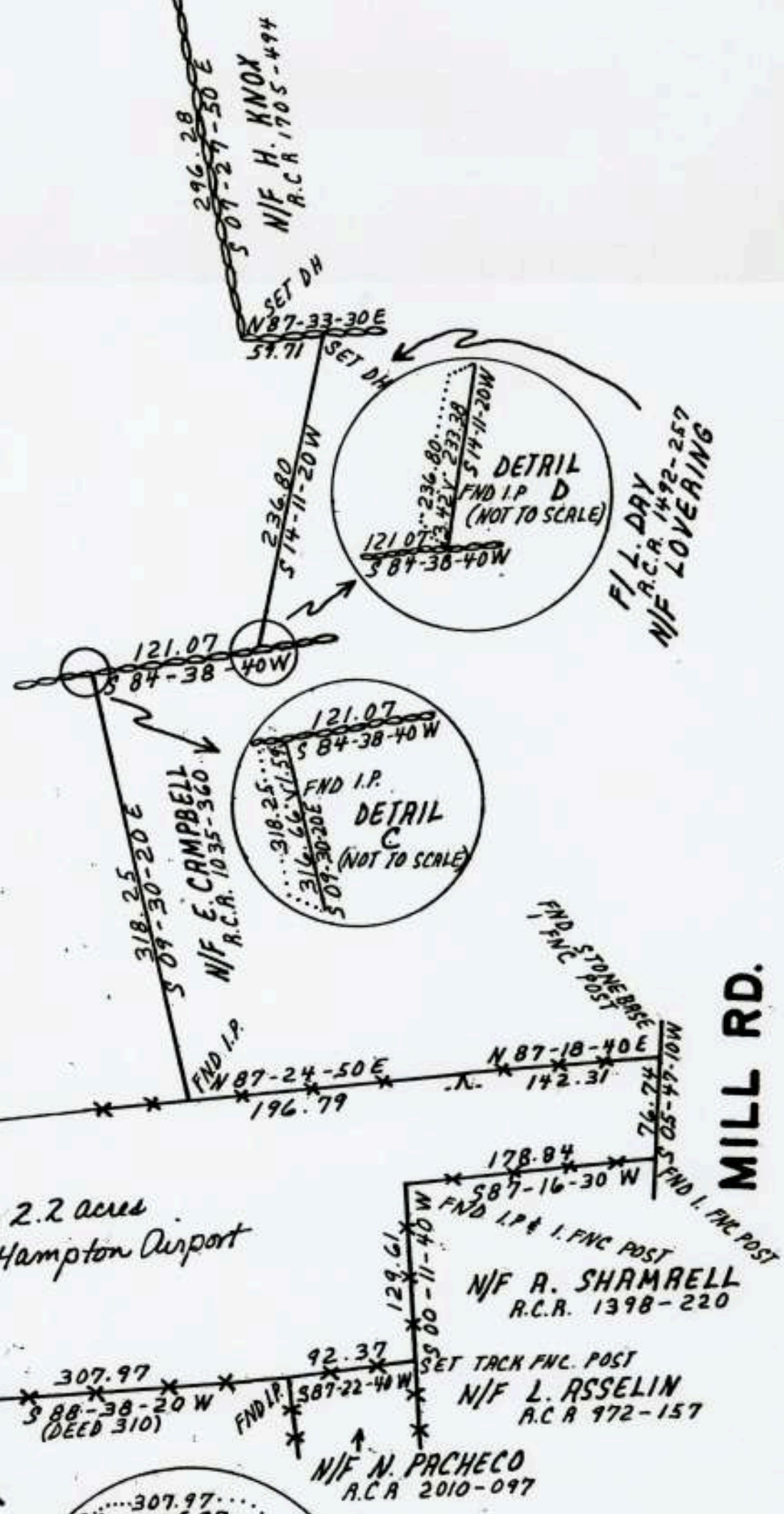


B & M RAILROAD
(SEE NOTE 1)



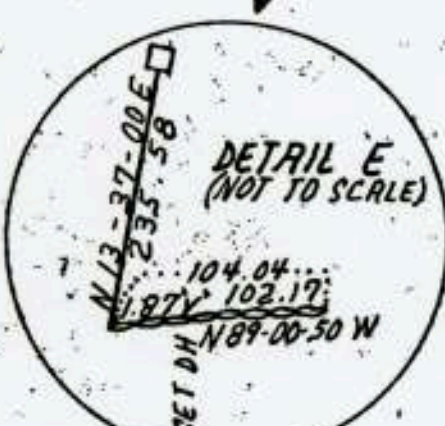
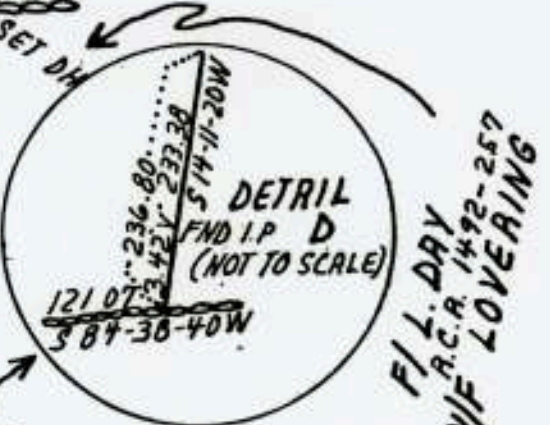
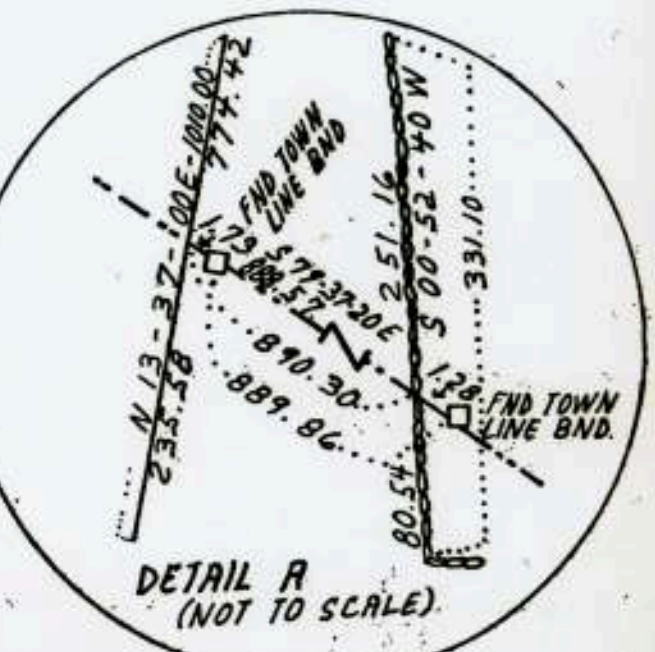
NORTH HAMPTON
HAMPTON
3.2 ACRES ±
1.32 HR ±
IN HAMPTON

N/F E. GUYON
R.C.A. 1392-163
SEE PLAN "GUYON ACRES
IN HAMPTON, N.H."
WAVELEY AGENCY, SUBDIVIDER
SCALE: 1"=40 FT., MAY 22, 1966
J. LEAVITT CARR, CIVIL ENGINEER



2.2 acres
Hampton Airport

N/F N. Pacheco
R.C.A. 2010-097



NOTE 1: SEE "RIGHT OF WAY AND TRACK
MAP BOSTON AND MAINE R.R. OPERATED
BY THE BOSTON AND MAINE R.R. STATION
250.5 + 65 TO STATION 2550 + 45
SCALE: 1"=100' JUNE 30, 1914 V.B.N.H.
46

NOTE 2: SEE "PLAT OF LAND FOR
FRANCIS S. & VERA J. McROWEN
IN NORTH HAMPTON, N.H."
SCALE: 1"=50' APRIL, 1977
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N.H.
PLAN # 3212



ROCKINGHAM COUNTY CONSERVATION DISTRICT

110 North Road, Brentwood, NH 03833-6614
Tel: 603-679-2790 • Fax: 603-679-2860
www.rockinghamccd.org

8 May 2019

Code Enforcement Officer
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862



RE: Borosseau
6 Cedar Road
Tax map/lot: 3/60
RCCD # NH3-60 L19

Dear Sir or Madam;

On this date RCCD staff witnessed three test pits for a replacement wastewater disposal system at this site. The applicant proposes to replace or rehabilitate the existing duplex. The designer representing the owner was Anne 'Tocky' Bialobrzewski of Stockton Services.

The following features were observed:

Test Pit	Seasonal High Water Table	Bedrock	Total Depth	Pass/Fail
1	56"	none	70"	pass
2	52"	none	64"	pass
3	48"	none	62"	pass

Test pits one, two, and three meet state and local soil, slope, and wetland setback requirements for wastewater disposal.

A test pit field summary is attached.

Sincerely,

Michael Cuomo
NH Certified Soil Scientist #6
NH Certified Wetland Scientist #4
NH Designer #788

PROJECT: 10271 HAMPTON 6 CEDAR RD ALEX BRUSSEAU 3/60DATE: 8/1/12 EVALUATOR: ANNE BRUNO-BRESKE CO: _____WITNESSED BY: MICHAEL CUMO TITLE: NH CERTIFIED SOIL SCIENTIST #6

TEST PIT # 1 OF 3	LOT #	LOCATION	E.S.H.W.T. @ 50"	W.S.P.C.C. GROUP 2
TERMINATED @ 70"	REFUSAL ? Y / N	OBSERVED H ₂ O @ No	ROOTS TO: "	SCS/HIS SOIL TYPE: 22.1 Bp CANTON
DEDICATED LEACH AREA Y / N	DISTANCE TO HYDRIC B Far	DISTANCE TO HYDRIC A	DEPTH TO IMPERMEABLE No	SUBDIVISION SEPTIC DUREX
COMMENTS: <u>PASS</u> <u>POSSIBLE TENDON</u>				

TEST PIT # 2 OF 3	LOT #	LOCATION	E.S.H.W.T. @ 52"	W.S.P.C.C. GROUP 2
TERMINATED @ 64"	REFUSAL ? Y / N	OBSERVED H ₂ O @ No	ROOTS TO: "	SCS/HIS SOIL TYPE: 22.1 Bp CANTON
DEDICATED LEACH AREA Y / N	DISTANCE TO HYDRIC B Far	DISTANCE TO HYDRIC A	DEPTH TO IMPERMEABLE No	SUBDIVISION SEPTIC 2
COMMENTS: <u>PASS</u>				

TEST PIT # 3 OF 3	LOT #	LOCATION	E.S.H.W.T. @ 48"	W.S.P.C.C. GROUP 2
TERMINATED @ 62"	REFUSAL ? Y / N	OBSERVED H ₂ O @ No	ROOTS TO: "	SCS/HIS SOIL TYPE: 2.06 Bp CANTON
DEDICATED LEACH AREA Y / N	DISTANCE TO HYDRIC B Far	DISTANCE TO HYDRIC A	DEPTH TO IMPERMEABLE No	SUBDIVISION SEPTIC X
COMMENTS: <u>PASS</u>				

20" All

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS. SUPERIOR COURT

Town of North Hampton

v.

Edward A. Robinson

Docket No.:

CONSENT DECREE

NOW COMES the Town of North Hampton (hereinafter, the Town), by and

through its Select Board, and Edward A. Robinson, of 5 Fern Road, North Hampton, NH

(hereinafter, Mr. Robinson) and states as follows:

WHEREAS, Mr. Robinson is the owner of property located at 6 Cedar Road,

North Hampton, NH and otherwise identified as North Hampton Tax Map 003/Lot 060

(hereinafter referred to as the "Property"); Mr. Robinson presently resides at 5 Fern

Road, North Hampton, NH.

WHEREAS, on July 19, 2013 the Town issued a Cease and Desist Order (served

On Mr. Robinson on July 31, 2013) and on August 12, 2013 the Town issued a RSA 155-

B Repair, Raze or Remove order to Mr. Robinson applicable to certain buildings located

at the Property;

WHEREAS, Kevin Kelley, the North Hampton Code Enforcement Officer and

Building Inspector has served on Mr. Robinson on July 31, 2013 a Notice of

Violation/Cease and Desist Order regarding building code, NH statutory junk yard and

zoning violations at the Property; The Board of Selectmen also issued an Order to

Vacate on August 12, 2013, regarding certain buildings (but excluding the principal

residence) on the Property; Mr. Robinson has since been issued a demolition permit so that he can take down the existing barn with the intention of constructing a new barn in the same approximate building footprint sized to accommodate storage of all the identified herein as barn storage items;

WHEREAS, the Town and Mr. Robinson have reached a resolution to the above referenced violations and the parties agrees as follows:

1. Mr. Robinson stipulates to entry of judgment in favor of the Town on the allegations set forth in the cease and desist order.
2. That Mr. Robinson acknowledges that he has no right to operate a junk yard on the Property; and that he has relinquished any claim or right (whether a legal non-conforming use or otherwise) to have a commercial, industrial, sales or service use of any kind on the Property and that any such use is extinguished as of the date of the this Agreement. Further, the Property, except as described in paragraph 7 below, shall be used solely for those uses permitted by the North Hampton zoning ordinance and for no other use. Mr. Robinson acknowledges that the future use of the Property shall be consistent with North Hampton's land use regulations, and any permits or approvals received from the Town. The Town acknowledges the right of Mr. Robinson to apply for a home occupation, variance or other uses.
3. The Town condemned three buildings as part of is RSA 155-B Repair, Raze or Remove order dated August 12, 2013 and Order to Vacate of the same date ("August 12, 2013 Orders"). The Town acknowledges that Mr. Robinson has removed one of those buildings, consisting of a small shed connecting the house to the small garage. The Town also acknowledges that the small garage is no longer subject to the

August 12, 2013 Orders. As to the remaining, large barn, Mr. Robinson has agreed to undertake to completely demolish the barn and shall construct and obtain an occupancy permit for the new barn by December 1, 2014, failing which all of the items identified in Attachment 1 that are to be stored in the new barn, and all of the items related to uncompleted projects #1 - #4, shall be removed from the Property by December 1, 2014. Mr. Robinson agrees that he will remove all junk, scrap, metals and junk vehicles as defined in RSA 236:112 from the Property and as identified and set forth in Exhibit 1, attached hereto. Mr. Robinson represents and agrees that the deadline of December 1, 2014 is adequate time to complete Projects A-D in Paragraph 5 below. He also represents and agrees that the timeframe for removing items in Exhibit 1, attached, which are identified in photos 1-36, also attached, is an adequate amount of time to do so.

4. Mr. Robinson represents and acknowledges that the Town's allowance that he can have additional time to complete the A-D Projects, to have additional time to remove certain items from the property and to be allowed to keep certain items on the property, provided they are stored in the new barn, is expressly contingent on the timely demolition of the existing barn and the construction of the new barn by December 1, 2014.

5. Mr. Robinson acknowledges that a failure to complete the new barn on time and to move designated items into the new barn by December 1, 2014, or a failure to adhere to all of the deadlines set forth herein, for whatever reason, shall constitute default under the Agreement. In the event of default, all items related to Project A-D, all junk, and all items in Exhibit A designated for storage in the barn shall be removed from the

Property by April 1, 2015. Failure to construct the barn by December 1, 2014 shall not

be deemed a default for purposes of paragraph 6 below.

6. Mr. Robinson has agreed to be responsible for civil fines and penalties

calculated at the rate of \$275 for the first day and \$550 for each subsequent day

beginning on the date of service of the cease and desist order, and running for a period of 30 days from July 31, 2013, for an aggregate fine amount of \$16,225.00. This fine shall be suspended provided that Mr. Robinson shall be in compliance with the terms of this Consent Decree, including the dates for compliance set forth herein, failing which all

suspended fines and penalties shall immediately become due and owing. Mr. Robinson shall be liable for such additional fines, penalties and other costs and fees, including the Town's future attorney fees, that may arise from such non-compliance and from future

violations.

7. Notwithstanding paragraph 2 above, Mr. Robinson and Mr. Kelley have

identified three (3) projects involving the restoration and repair of certain boats and

motor vehicles that are presently stored on the Property and for which Mr. Robinson has restoration plans. Same shall remain outside while being worked on. These vehicles are

identified as follows:

A. **Project 1.** Mr. Robinson seeks to restore the black boat identified in

Photos #1 and #37. The trailer on which the boat sits also needs repair; it will be repaired with the wheels and axle shown in the foreground of Photo 11. After repair, the boat and

trailer shall be removed from the Property by July 1, 2015, unless the Property becomes Mr. Robinson's principal residence, in which case, it may remain, so long as the Property

remains his principal residence.

B. **Project 2.** In good faith, Mr. Robinson has already fixed the golf cart (see Photo #4) and it has been removed.

C. **Project 3.** Mr. Robinson seeks to restore the Blue Chevy Truck depicted in Photo #17, having the VIN # IGBHR34K8JJ109859, depicted in Photo #18, along with the additional truck of similar nature and related parts. It shall be removed from the Property by June 1, 2015, unless the Property becomes Mr. Robinson's principal residence, in which case, it may remain, so long as the Property remains his principal residence, and the vehicle is registered and inspected by June 1, 2015 and shall remain registered and inspected at all times subsequent thereto, failing which it shall be immediately removed and shall not return.

D. **Project 4.** Mr. Robinson seeks to restore the army troop carrier depicted in Photo #31 by attaching to the rear one of two army trailers, depicted in Photo #24 and two related trailers. This Project shall be completed by June 1, 2015. After repairs, the troop carrier shall be removed from the Property unless the Property becomes Mr. Robinson's principal residence. In which case, it may remain, so long as the Property remains his principal residence, and the vehicle remains registered and inspected, commencing June 1, 2015, and shall remain registered and inspected, failing which it shall be immediately removed and shall not return.

8. Mr. Robinson consents to future inspections of the Property by the Town and its agents to observe compliance with this Consent Decree during the hours of 9 a.m. to 5 p.m., Monday through Friday. Requests for same shall provide prior reasonable notice. The town shall be authorized to take photographs during such inspections. At such time on or before July 1, 2015, if the Property is in compliance with the terms of this

Consent Decree, Mr. Robinson shall notify the Town and a final "sign off" meeting shall be held, after which the Town will acknowledge Mr. Robinson's compliance in writing, which acknowledgement shall be kept in the Town records. After the final "sign off" meeting, the Town shall have no ongoing rights for inspection.

9. Properly registered and inspected vehicles permanently parked on the Property shall be limited to those owned by the occupants of the residence of the Property or those expressly identified in Exhibit 1. Under no circumstances shall there be more than 2 boats on their respective trailers, 4 snowmobiles in their respective trailers, a backhoe and 2 commercial trucks on the Property registered to Mr. Robinson. No new unregistered or uninspected vehicles and no new junk shall be brought onto the Property. The restriction in this paragraph is meant to work in conjunction with the terms contained in Exhibit 1.

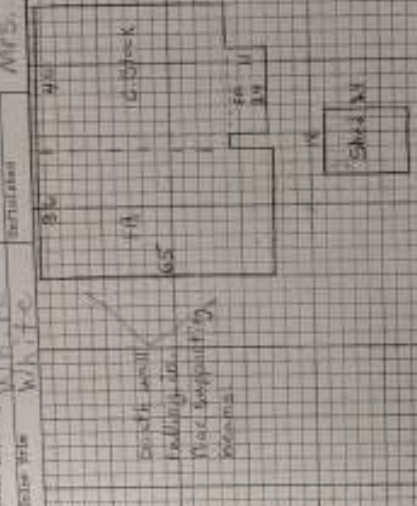
10. Mr. Robinson agrees to reimburse the Town for its legal fees in the amount \$2,750.00. The amount of \$2,750.00 shall be payable within 30 days of "sign off" as mentioned in paragraph 8 of this Agreement or by May 1, 2015, whichever date is later.

11. Any violation of this Agreement shall entitle the Town to reimbursement of its legal fees for any action brought to enforce this Agreement or collect fines and penalties under the terms of this Agreement.

Insurance with
MRS. T. J. SON

Building - 10/1/50
Insurance

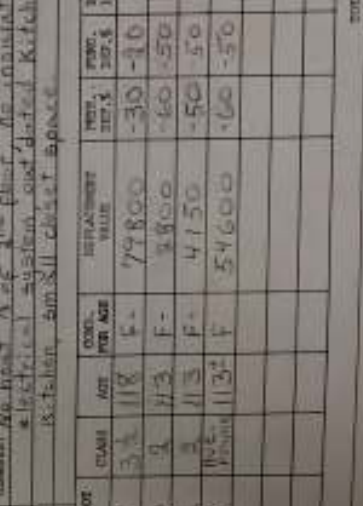
Owner - White
House - 10/1/50



FOUNDATION	ROOFING	U. A. F.	BUILDING	FINAL	DEF.
Concrete	Asphalt	1	Foundation		
Brick	Shingles		Electrical		
Plaster & Lath	Ball		Plumbing		
Plaster & Lath	Ball		Roofing		
Plaster & Lath	Ball		Painting		
Plaster & Lath	Ball		Interior		
Plaster & Lath	Ball		Exterior		
Plaster & Lath	Ball		Landscaping		
Plaster & Lath	Ball		Other		
Plaster & Lath	Ball		Total		



FOUNDATION	ROOFING	U. A. F.	BUILDING	FINAL	DEF.
Concrete	Asphalt	1	Foundation		
Brick	Shingles		Electrical		
Plaster & Lath	Ball		Plumbing		
Plaster & Lath	Ball		Roofing		
Plaster & Lath	Ball		Painting		
Plaster & Lath	Ball		Interior		
Plaster & Lath	Ball		Exterior		
Plaster & Lath	Ball		Landscaping		
Plaster & Lath	Ball		Other		
Plaster & Lath	Ball		Total		



FOUNDATION	ROOFING	U. A. F.	BUILDING	FINAL	DEF.
Concrete	Asphalt	1	Foundation		
Brick	Shingles		Electrical		
Plaster & Lath	Ball		Plumbing		
Plaster & Lath	Ball		Roofing		
Plaster & Lath	Ball		Painting		
Plaster & Lath	Ball		Interior		
Plaster & Lath	Ball		Exterior		
Plaster & Lath	Ball		Landscaping		
Plaster & Lath	Ball		Other		
Plaster & Lath	Ball		Total		

Insurance with
MRS. T. J. SON

Building - 10/1/50
Insurance

Owner - White
House - 10/1/50



FOUNDATION	ROOFING	U. A. F.	BUILDING	FINAL	DEF.
Concrete	Asphalt	1	Foundation		
Brick	Shingles		Electrical		
Plaster & Lath	Ball		Plumbing		
Plaster & Lath	Ball		Roofing		
Plaster & Lath	Ball		Painting		
Plaster & Lath	Ball		Interior		
Plaster & Lath	Ball		Exterior		
Plaster & Lath	Ball		Landscaping		
Plaster & Lath	Ball		Other		
Plaster & Lath	Ball		Total		



FOUNDATION	ROOFING	U. A. F.	BUILDING	FINAL	DEF.
Concrete	Asphalt	1	Foundation		
Brick	Shingles		Electrical		
Plaster & Lath	Ball		Plumbing		
Plaster & Lath	Ball		Roofing		
Plaster & Lath	Ball		Painting		
Plaster & Lath	Ball		Interior		
Plaster & Lath	Ball		Exterior		
Plaster & Lath	Ball		Landscaping		
Plaster & Lath	Ball		Other		
Plaster & Lath	Ball		Total		



COMPLAINT

ZONING CODE VIOLATIONS

TOWN OF NORTH HAMPTON - NEW HAMPSHIRE

3-60

Name Mrs Margaret Tyson Street & No. 6 Cedar Road North Hampton, N.H.

You are hereby notified that you are in violation of:

Section(s) RSA 48-A:14 of the New Hampshire State Statutes. "Renting Apartment North Hampton Zoning Ordinance. without Hot Water Facilities."

You have 7 Days from this date to correct the above violation(s) OR File for Appeal of this Complaint in accordance with Section 704 of the North Hampton Zoning Ordinance.

Also This Apartment Requires a Smoke Detector

Dated at August 18 1986

Zoning Enforcement Officer
Office of Selectmen

PENALTY: Upon failure to comply, legal action will be initiated. In accordance with Section 706 of the North Hampton Zoning Ordinance, you are subject to a fine of not more than \$25.00, upon conviction, for each day the above violation may exist.

[illegible][illegible]

FOR THE TRANSITION

Tell's Trailers

Picture: Not Available

LAND VALUE COMPUTATION AND SUMMARY

[illegible]

BUILDING SUMMARY

Diagram of a composite figure consisting of a rectangle and a triangle. The rectangle has a width of 10 units and a height of 12 units. The triangle is attached to the right side of the rectangle, with a base of 10 units and a height of 8 units. The total height of the figure is 20 units. The area of the rectangle is 120 square units, and the area of the triangle is 40 square units. The total area is 160 square units.

DATE	TYPE	CLASS	AGE	RENT
01/01/01	100	100	100	100
02/01/01	100	100	100	100
03/01/01	100	100	100	100
04/01/01	100	100	100	100
05/01/01	100	100	100	100
06/01/01	100	100	100	100
07/01/01	100	100	100	100
08/01/01	100	100	100	100
09/01/01	100	100	100	100
10/01/01	100	100	100	100
11/01/01	100	100	100	100
12/01/01	100	100	100	100

TOTAL ASSESSED VALUE

REMARKS

REMARKS: THE ABOVE PROPERTY IS BEING OFFERED FOR SALE BY THE OWNER. THE OFFEROR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE OFFEROR IS NOT PROVIDING ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE OFFEROR IS NOT PROVIDING ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

[illegible]

TOTAL PROJECT VALUE

TOTAL ASSESSED VALUE

5765.300

PROPERTY ASSESSMENT RECORD

001-050-000

3

BETH HAMPTON

10-20-1987

Picture Not Available



[illegible]

KEVIN KELLEY
BUILDING INSPECTOR/CODE
ENFORCEMENT OFFICER
KKELLEY@NORTHHAMPTONNH.GOV
TEL: (603) 964-8650



MUNICIPAL OFFICE
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

TEL: (603) 964-8650
FAX: (603) 964-1514

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
BUILDING INSPECTOR/CODE ENFORCEMENT OFFICE

July 19, 2013

Edward A. Robinson
5 Fern Road
North Hampton, NH 03862

Re: Location: 6 Cedar Road, Map 003 Lot 060
Notice of Code Violations/Cease and Desist Order
Notice of Enforcement Action

Dear Mr. Robinson:

On the 14th and 18th of June 2013 an inspection was conducted of structure at 6 Cedar Road in North Hampton, the Edward Robinson property. I was accompanied by North Hampton Fire Chief Dennis Cote. Also present was the owner, Edward Robinson.

The current structural condition of the "Barn" is a fire hazard and a hazard to the public health and safety due to inadequate maintenance, dilapidation and physical damage. The original roof on the North side is in a state of partial collapse with one side is being held by homemade "L" brackets attached to a more recently installed roof that was constructed over the old roof without removing the old wooden beams and framing members. A majority of the original roof remains being supported by a sub structure of steel beams of various lengths and sizes that you claimed to have erected. The steel beams are supported near a center point, but not on the end of the beams where bearing is required. There are no building permits on file (dating back to 1955 when the Town began to issue building permits) for any of the structures or the most recent roof renovations.

The South wall has collapsed inward. The roof has separated and dropped approximately 12+ inches. What is left is a roof that has leaked for many years. There is extensive rot affecting virtually every wooden beam and framing member.

There are several wooden framing members used to prop up various sections of the roof that either have no connection to the floor or that are not connected to the part of the roof that the framing members are attempting to support.

Other than the wooden 2x4s and the 2x6s that you have used to support the metal roof, it is doubtful that any of the vertical and horizontal wooden beams, boards, and any other framing members are fit for any loads: whether they are live, dead, or nominal loads

Attached to the Barn are two additions, one has only two walls and a portion of the roof left and it also is in a state of collapse. There apparently was a fire to this addition at some point in time as there is noticeable charring of some of the wood in what is left of the partially collapsed addition.

There are two accessory structures (sheds) located on the property and one has partially collapsed and the other is suspect. The one with the roof still on it is allegedly rented out as storage and contains motorcycles. The floor has partially collapsed and is full of motorcycles and other items. I did not feel it was prudent to try and enter.

I. Regulations, Provisions, Specifications which are Being Violated.

The Town of North Hampton has adopted the 2009 International Building Code under Chapter 34 Existing Structures Section 3401.1 Scope. The provisions of this chapter shall control the alteration, repair, addition and change of occupancy of existing structures.

A. The Barn and accessory structures are "dangerous", in violation of the 2009 International Building Code due to inadequate building maintenance per Section 3401.2 as outlined below:

3401.2 Maintenance. Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which they were installed. The owner or the owners designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building to be reinspected. The requirements shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

3402.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in the code, have the meanings shown herein.

Dangerous. *Any building or structure or portion thereof that meets any of the conditions described below shall be deemed dangerous:*

1. *The building or structure has collapsed, partially collapsed, moved off its foundation or lacks support of ground necessary to support it.*
2. *There exists a significant risk of collapse, detachment or dislodgement of any portion, member, appurtenance or ornamentation of the building or structure under service loads*

B. 2011 National Electrical Code Violations

Article 110 Requirements

Article 110.11 Deteriorating Agents

Violation: The Barn is in violation of the 2011 National Electric Code, Article 110, 110.11, 314, 334, 250 as detailed below:

The electrical system has not been maintained and has been subjected to water damage. There are numerous open splices of electrical conductors and damage to those conductors is clearly evident. The Service entrance conductors sheathing has deteriorated from sunlight to the point that it is not serviceable. What is left of the sheathing can act as a gutter channeling water directly into the service equipment. Sunlight is also considered a deteriorating agent. Older service entrance cable, which is the case here, is not sunlight resistant and is commonly found in this deteriorating condition.

Unless identified for use in the operating environment, no conductors or equipment shall be located in damp or wet locations; where exposed to gases, fumes, vapors, liquids, or other agents that have a deteriorating effect on the conductors or equipment; or where exposed to excessive temperatures.

Correction: Remove all electrical conductors, metal cable, NM cable and the Service entrance conductors and replace with code compliant conductors.

Violation: The electrical devices are not suitable for a wet location.

Article 314. Outlet, Device, Pull, and Junction Boxes; Conduit Bodies; Fittings; and Handhole Enclosures

Article 314 II Installation

Article 314.15 Damp or Wet Locations

In damp or wet locations, boxes, and fittings shall be arranged so as to prevent moisture from entering the box, conduit body, or fitting. Boxes, conduit bodies, and fittings installed in wet locations shall be listed for use in wet locations.

Correction: Remove and replace with listed boxes

Violation: There are locations where NM cable has been used in direct violation of this section and all have been subjected to deteriorating agents (Water) and are not concealed, supported, or protected from physical damage. In one location the NM Cable is going directly into the service equipment without the required box connector. The grounding conductor from that NM Cable is not connected to the grounding buss terminal.

Article 334 Nonmetallic-Sheathed Cable: Types NM, NMC, And NMS

Article 334.12 Uses Not Permitted

Article 334.12 (A) Types NM, NMC, and NMS

- (1) In any dwelling or structure not specifically permitted in 334.10(1), (2), and (3)

Article 334.10 Uses Permitted

Article 334.10 (3) Other structures permitted to be of Types III, IV, and V construction except as prohibited in 334.12. Cables shall be concealed within walls, floors, or ceilings that provide a thermal barrier of material that has at least a 15 minute finish rating as identified in listings of fire-rated assemblies

Correction: Remove all NM Cable (Romex) and replace with conduit or metal clad cable.

Violation: The NM cables that are being used do not have the grounding conductor connected to either the device, or the enclosures.

Article 250 Grounding and Bonding

Article 250.4 General Requirements for Grounding and Bonding

The following general requirements identify what grounding and bonding of electrical systems are required to accomplish. The prescriptive methods contained in article 250 shall be followed to comply with the performance requirements of this section.

Article 250.4 (A) Grounded Systems

Article 250 (A) (3) Bonding of Electrical Equipment. Normally non-current-carrying conductive materials enclosing electrical conductors or equipment, or forming part of such equipment, shall be connected together and to the electrical supply source in a manner that establishes an effective ground-fault current path.

Article 250.4 (4) Bonding of Electrically Conductive Materials and Other Equipment. Normally non-current-carrying conductive materials that are likely to become energized shall be connected together and to the electrical supply source in a manner that establishes an effective ground-fault current path.

Article 250.8 Connection of Grounding and Bonding Equipment

(A) Permitted Methods. Equipment grounding electrode conductors, and bonding jumpers shall be connected by one of the following means:

- (1) Listed pressure connectors
 - (2) Terminal bars
 - (3) Pressure connectors listed as grounding and bonding equipment
 - (4) Exothermic welding process
 - (5) Machine screw-type fasteners that engage not less than two threads or are secured with a nut
 - (6) Thread forming machine screws that engage not less than two threads in the enclosure
 - (7) Connections that are part of a listed assembly
 - (8) Other listed means
- Correction:** Refer and install per Article 250.8 above.

C. You are in violation of the 2009 National Fire Protection Association (NFPA) 101 Life Safety Code as outlined below:

Violation: The entire floor area is covered in tools, machinery, motors, benches, trash, and car parts which is an impediment to egress in addition to no clear path to any door or exit.

7.1.10 Means of Egress Reliability

7.1.10.1* General. Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.

Correction: Define egress paths to emergency exits and remove all obstructions or impediments so full instant use is available and maintained for personnel and emergency responders as well.

Violation: There is also no general illumination (lighting) or emergency lighting or exit signage.

7.8.1 General.

7.8.1.1* Illumination of means of egress shall be provided in accordance with Section 7.8 for

every building and structure where required in Chapters 11 through 43. For the purposes of this requirement, exit access shall include only designated stairs, aisles, corridors, ramps, escalators, and passageways leading to an exit. For the purposes of this requirement, exit discharge shall include only designated stairs, ramps, escalators, walkways, and exit passageways leading to a public way.

7.8.1.2 Illumination of means of egress shall be continuous during the time that the conditions of occupancy require that the means of egress be available for use, unless otherwise provided in 7.8.1.2.1 Artificial lighting shall be employed at such locations and for such periods of time as are necessary to maintain the illumination to the minimum criteria values herein specified.

7.8.1.2.2 Automatic, motion sensor-type lighting switches shall be permitted within the means of egress, provided that the switch controllers are equipped for fail-safe operation, the illumination timers are set for a minimum 15-minute duration, and the motion sensor is activated by any occupant movement in the area served by the lighting units.

7.8.1.3 * The floors and other walking surfaces within an exit and within the portions of the exit access and exit discharge designated in 7.8.1.1 shall be illuminated as follows:

(1) During conditions of stair use, the minimum illumination for new stairs shall be at least 10 ft-candle (108 lux), measured at the walking surfaces.
(2) The minimum illumination for floors and walking surfaces, other than new stairs during conditions of stair use, shall be to values of at least 1 ft-candle (10.8 lux), measured at the floor.
(3) In assembly occupancies, the illumination of the walking surfaces of exit access shall be at least 0.2 ft-candle (2.2 lux) during periods of performances or projections involving directed light.

(4) * The minimum illumination requirements shall not apply where operations or processes require low lighting levels.

7.8.1.4 * Required illumination shall be arranged so that the failure of any single lighting unit does not result in an illumination level of less than 0.2 ft-candle (2.2 lux) in any designated area.

7.9 Emergency Lighting.

7.9.1 General.

7.9.1.1 * Emergency lighting facilities for means of egress shall be provided in accordance with Section 7.9 for the following:

(1) Buildings or structures where required in Chapters 11 through 43
(2) Underground and limited access structures as addressed in Section 11.7
(3) High-rise buildings as required by other sections of this Code
(4) Doors equipped with delayed-egress locks

(5) Stair shaft and vestibule of smokeproof enclosures, for which the following also apply:
(a) The stair shaft and vestibule shall be permitted to include a standby generator that is installed for the smokeproof enclosure mechanical ventilation equipment.

(b) The standby generator shall be permitted to be used for the stair shaft and vestibule emergency lighting power supply.

(6) New access-controlled egress doors in accordance with 7.2.1.6.2.

7.9.1.2 For the purposes of 7.9.1.1, exit access shall include only designated stairs, aisles, corridors, ramps, escalators, and passageways leading to an exit. For the purposes of 7.9.1.1, exit discharge shall include only designated stairs, ramps, walkways, and escalators.

155-B:1 Definitions II "Hazardous building means any building which, because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a risk to public safety or health.

Due to the condition of the structures located at 6 Cedar Road the governing body has deemed the structure is a hazardous building under RSA 155-B Hazardous and Dilapidated Buildings,

D. You are in violation of RSA 236:119, I, as your storage of prohibited material on the property is a nuisance. "Junk", as defined by RSA 236:112, I includes paper, trash, rubber debris, waste or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel or other old ferrous or non-ferrous material. This is not a permitted use under the Zoning Ordinance. In addition, you have no permit for this junkyard use. Similarly, you are in violation of RSA 236 which prohibits the storing two (2) or more motor vehicles are no longer intended or in condition for legal use according to their original purpose including motor vehicles purchased for the purpose of dismantling the vehicles for parts or for use of the metal or scrap.

Correction: You shall remove the "junk" from the property to bring it into compliance with the Zoning Ordinance and RSA Chapter 236, failing which you shall be subject to the remedies and penalties set for in RSA 676:15, 676:17, 676:17-a and RSA 236:128.

Chapter 7.10.1.2.1
Chapter 7 Means of Egress.
Correction: Install and maintain an adequate number of emergency lights and exit signage per access.
as exits, shall be marked by an approved sign that is readily visible from any direction of exit

7.10.1.2.1* Exits, other than main exterior exit doors that obviously and clearly are identifiable as exits, shall be marked by an approved sign that is readily visible from any direction of exit

7.10.1.2 Exits.

where required in Chapters 11 through 43.

7.10.1.1 Where Required. Means of egress shall be marked in accordance with Section 7.10

7.10.1 General.

7.10 Marking of Means of Egress.

Illumination uniformity ratio of 40 to 1 shall not be exceeded.
point, not less than 0.05 ft-candle (0.65 lux) at the end of 1 1/2 hours. A maximum-to-minimum shall be permitted to decline to not less than an average of 0.6 ft-candle (6.5 lux) and, at any than 0.1 ft-candle (1.1 lux), measured along the path of egress at floor level. Illumination levels Illumination that is not less than an average of 1 ft-candle (10.8 lux) and, at any point, not less failure of normal lighting. Emergency lighting facilities shall be arranged to provide initial

7.9.2.1* Emergency illumination shall be provided for a minimum of 1 1/2 hours in the event of

7.9.2 Performance of System.

another, a delay of not more than 10 seconds shall be permitted.

7.9.1.3 Where maintenance of illumination depends on changing from one energy source to

leading to a public way.

155-B:2 Repair or Removal of Hazardous Building. - Separately, the governing body of the Town of North Hampton has ordered you to correct the hazardous conditions of your buildings or to raise or remove the same located at 6 Cedar Road.

II. Corrective Action Required/Time Frame to Complete Corrective Action

Given the ample prior opportunities that the Board of Selectmen or the Building Inspector have given you to come into compliance, you must complete the above referenced corrective actions no later than **September 20, 2013**; failure to do so will lead to further legal action, including but not limited to, pursuing relief in District or Superior court under RSA 236:128, RSA 676:15, RSA 676:17, and/or RSA 676:17-a.

III. Notice of Violation and Cease and Desist Order/Commencement of Fines and Penalties

This written Notice of Violation and Cease and Desist Order is given to satisfy the fines and penalties requirement of RSA 676:17, I and II, which provide in part that:

"1. Any person who violates any of the provisions of...any local ordinance, code...or any provision or specifications of any...any local...land use board acting under the authority of this title shall be guilty of a misdemeanor if a natural person or guilty of a felony if any other person; and shall be subject to a civil penalty not to exceed \$275 for the first offense and \$550 for subsequent offenses for each day that such violation is found to continue after the conviction date or after the date on which the violator receives written notice from the municipality that the violator is violating, whichever is earlier." (Emphasis supplied).

"II. In any legal action brought by a municipality to enforce, by way of injunctive relief as provided by RSA 676:15 or otherwise, any local ordinance, code or regulation adopted under this title, or to enforce any planning board, zoning board of adjustment or building code board of appeals decisions made pursuant to this title, or to seek the payment of any fine levied under paragraph I, the municipality shall recover its costs and reasonable attorney's fees actually expended in pursuing this legal action if it is found to be a prevailing party in the action. For the purposes of this paragraph, recoverable costs shall include out-of-pocket expenses actually incurred, including, but not limited to, inspection fees, expert fees and investigatory expenses."

TOWN OF NORTH HAMPTON

Kevin Kelley, Building Inspector

3/60/0

Kevin Kelley

From:
Sent:
To:
Subject:

John J. Ratigan (jratigan@dtclawyers.com)
Wednesday, May 15, 2013 3:19 PM
Kevin Kelley
RE: Robinson property/B Cedar Road

Yes, if you have deleted from annual report, that's fine, but I really need the text of the ordinance thru the years.

From: Kevin Kelley (mailto:kkelley@northhampton-nh.gov)
Sent: Wednesday, May 15, 2013 11:28 AM
To: John J. Ratigan
Subject: RE: Robinson property/B Cedar Road

Anything else??????? DNA or tissue sample??? Can you send me Chris's email so I can forward some documents to him?

From: John J. Ratigan (mailto:jratigan@dtclawyers.com)
Sent: Tuesday, May 14, 2013 3:20 PM
To: Kevin Kelley
Subject: Robinson property/B Cedar Road

Kevin:

I've gone through the file materials that you have supplied to me. It seems to me that we have three issues:

1. The dilapidated and hazardous building. The large barn building appears from the photos to be in terrible shape. Its roof appears to have separated and looks like it will collapse. I understand you've been informed that part of the floor has collapsed. It certainly looks like it fits the category of a "hazardous and dilapidated building" as that term is used in RSA 155-B.

I need you and an inspector from the Fire Department to visit the property to inspect the barn building. Your observations should be directed to specific building, fire code and other safety violations. You should observe whether the building, "because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public health and safety. Your report will also need to note what necessary repairs are needed to bring the barn into compliance with the applicable codes.

I expect that following your inspection and my review of your reports, I will be able to prepare a repair, raze or remove order for the Selectmen to review and issue to the property owner, informing the owner of the necessary repairs needed, a time frame for effecting them, failing which the building will have be razed or removed.

2. The alleged legal, non-conforming junk yard use. In order to understand the strength of a claim by the property owner that the junk yard use is a legal non-conforming use, I need to review North Hampton's Zoning Ordinance from September 17, 1946, when North Hampton first adopted zoning, to the present to determine whether a junk yard was ever a permitted use in this zoning district. I understand the 1946 ordinance

prohibited "junkyards in the view of any residence or highway" in the rural zoning district. I need to understand how the ordinance changed over the intervening years since 1946.

Next, do I have the complete town file on this property, its use and all enforcement and administrative matters? I ask this because there wasn't a lot of historic information that you supplied to me. Was there ever a determination by a prior code enforcement officer, the Selectmen or the ZBA that the junkyard use or commercial use of this property was a legal, non-conforming use or otherwise grandfathered? Were any junkyard licenses, occupancy permits, site plan approvals or building permits ever issued for the junk yard use or the various commercial uses on the property that took place in the barn? Were there any consent decrees, settlement Agreements, or other documents between the Town and the property owner that address the commercial or junk yard use of the property? Did any business use ever occur in the smaller garage building? Kindly provide me with all historic information on the non-residential uses on the property, no matter how seemingly inconsequential.

Under NH law, the person asserting the claim to a legal, non-conforming use has the burden of proof to establish the lawful and continued existence of that use (as the North Hampton ordinance provides that legal, non-conforming use can be lost if the use ceased for one year or more or was abandoned for any period of time). It may well be that there are no persons alive or in the area that can testify to the facts of how the property was used continuously back in the late 1940's and the 1950's and 1960's. Are there former building inspectors/code enforcement officers or Selectmen that can be contacted to discuss the historic use of the property and whether its use as a junkyard pre-dated zoning regulation of this use.

What we may do after your inspections are complete and you have reviewed all of the available evidence, including that supplied by the property owner, is to issue an administrative decision about the existence or not of a legal, non-conforming junk yard use or commercial use on the property. That administrative decision would be appealable to the ZBA within 30 days and not thereafter.

3. If it is established that a legal, non-conforming junk yard use exists on the property, then we can take up the issue of licensing this use per the town's Junk Yard Control ordinance.

4. Hopefully, Mr. Robinson will cooperate with your request to inspect the property and to take photos when you are there. Ask him if he has any documentation he can share with you about the historic junk yard and commercial uses to the property. See if you can get copies of what paper documentation that he may have. If you cannot get permission to go onto the property to inspect, then we'll obtain an administrative search warrant.

If you can engage him in conversation about the use of the property, find out how long the materials stored in the barn have been there, and when the barn was free of those materials such that someone ran a business out of there. Find out how long that business ran there and how long it has been gone.

As to the junk yard, ask how long the existing motor vehicles have been there, find out which ones are intended or in a condition to drive on the road (as those are by definition no motor vehicles that can be counted towards junkyard motor vehicles). Ask what's the latest one to come in and when did it come in? Do the motor vehicles stored there come and go? If so,

where do they go? He may not have any statutory protection for the trailer type non-motorized items on the lot.

Should you have any questions, please do not hesitate to contact me.

John

John J. Raegan, Esq.

Donahue, Tucker & Ciandella, PLLC

225 Water Street

Exeter, NH 03833

(603) 778-0686, ext. 505

Web Site: www.dtcclawyers.com

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Kevin Kelley

From: John J. Ratigan [jratigan@dtclawyers.com]
Sent: Wednesday, February 12, 2014 3:42 PM
To: Paul Apple
Cc: Kevin Kelley
Subject: FW: North Hampton / Edward Robinson
Attachments: 2014 02 12 Exhibit 1 to Consent Decree.docx; 2014 02 12 Consent Decree.docx

Hi Paul:

Attached please find the final proposed Consent Decree and Exhibit 1 in the North Hampton v. Edward Robinson matter that I propose the Selectmen approve to settle this matter. As you know, Kevin and I have worked to push Mr. Robinson into compliance. He has taken a considerable amount of junk off of the property already, and has been generally cooperative once we gained his attention and once he and his attorney came to understand that we were serious about bringing an enforcement action. It does not appear that Mr. Robinson has much in the way of financial resources, and this we recommend the settlement of this matter with Mr. Robinson paying \$2750.50 as reimbursement towards the town's attorney's fees.

By this settlement, he is admitting to the violations that the town has alleged, and fines are being imposed in the amount of \$16,225.00, but shall be suspended as long as he is in compliance with the Consent Decree. This will be approved as an order of court and any violation will be treated as a violation of the court order and we will move to impose the fines if he violates again. This gives Mr. Robinson great incentive to comply.

John

John J. Ratigan, Esq.
Donahue, Tucker & Ciandella, PLLC
225 Water Street
Exeter, NH 03833
(603) 778-0686, ext. 505
Web Site: www.dtclawyers.com



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From: Nancy Simone
Sent: Wednesday, February 12, 2014 2:15 PM
To: John J. Ratigan
Subject: North Hampton / Edward Robinson

KEVIN KELLEY
BUILDING INSPECTOR/CODE
ENFORCEMENT OFFICER
KELLEY@NORTHHAMPTONNH.GOV
TEL: (603) 964-8650



MUNICIPAL OFFICE
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862
TEL: (603) 964-8650
FAX: (603) 964-1514

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
BUILDING INSPECTOR/CODE ENFORCEMENT OFFICE

May 2, 2013

Subject: Violation of Town Ordinance, Section 405.3 Prohibited Uses for All Districts

Property Location
Map 003 Lot 060-000
6 Cedar Rd

Owner
Edward Robinson
5 Fern Rd
North Hampton NH, 03862

Dear Attorney Ratigan,

The above referenced property has a history of different businesses and uses that the owner states is grandfathered. Documents reveal that the town has attempted to legitimize the uses by having the owner apply to the Planning Board in December of 2001 with a letter of agreement from the Building Inspector at that time Paul Charron. The agreement did not work and a Notice of Violation(s) immediately followed. (See File)

I assumed the position of Building Inspector and Code Enforcement Officer in August of 2012 and since that time I have spoken with the owner Edward Robinson about the situation of all the unregistered vehicles, trailers and associated parts and junk on the property.

Mr. Robinson said he is grandfathered and that past inspectors had told him to keep everything behind the fence and it would be ok. Robinson further stated that he can't get rid of anything as he doesn't own any of it and people use his property as storage.

The Town of North Hampton adopted Zoning on September 17, 1946 and it was not a permitted use under Section IV Rural Zoning District Uses D. Prohibited Uses 2. Junk Yard

If you look at the photos the violations are numerous.

No approved site plan
Operating a Junk Yard

One of the structures is in partial collapse as was noted on the 1981 tax card and poses a risk of serious bodily injury or death to anyone in or near the structure. This may require a repair or remove order to insure the safety of the public.

If you have any questions please call or email me directly

Sincerely,

Kevin Kelley
Building Inspector
Code Enforcement Officer
233 Atlantic Avenue
Town of North Hampton NH 03862-2352
(603) 964-8650
(603) 964-1514 Fax



Office of the Substantive
P.O. Box 110
137 Atlantic Avenue
North Hampton, NH 02842-0110

Form N-1 - Violations
Issued with this notice
First Issue Date 1/1/14

Notice of Violations

(property owner)

(occupant/lessee)

(occupant)
Jeff's Trailers
Brad Alger d/b/a B.A.'s Welding
all other Tenants, Occupants, Businesses existing on premises

To:

If these investigations, it is discovered that violations of statutes and ordinances exist on this property located at _____
6 Cedar Road

Map _____ Lot _____ Parcel _____
001 060 000

Specifically violations of RSA 236 dealing with junkyards.

as well as violations of the North Hampton Zoning Ordinance:
Article IV Section 405—requiring a Special Exception before operating a business in an R-1 Zoning; from the
Article IV Section 406—requiring a minimum 15' setback for structures—temporary or permanent—

Article IV, Section 406—requiring a minimum 15' setback for structures—temporary or permanent—from the
Property Line;
Article IV Section 414.3 (c)—requiring a Conditional Use permit for operation of a junk and salvage lot;

And violations of the North Hampton Site Plan Review Regulations:
Section V—requiring Site Plan review or change of use review before establishing businesses;
Section XIII—requiring Planning Board approval and a dealer's license "for storage of or display of 3 or more
required or unregistered vehicles...[or]...trailers...for wholesale or retail sales..."

EACH DAY, EACH VEHICLE, AND EACH BUSINESS MAY BE CONSIDERED A SEPARATE VIOLATION.

Pursuant to RSA 676:17 you are advised that the Town can assess a civil penalty not to exceed \$275.00 per day, per violation and proceed in Court to prosecute this violation and collect the fine retroactive to the date of this Notice.

You must respond not later than _____ 5 days _____ of receipt of this letter (as evidenced by return Receipt) remove any display advertising not specifically permitted. You should not add to the vehicles/trailers stored on premises.
Within the first five days you should move all vehicles/trailers capable of rolling out of the 15' setback. You should remove any display advertising not specifically permitted. You should not add to the vehicles/trailers stored on premises.

You must correct the above violations not later than _____ 90 days from the date of the Notice _____

Richard Mabey

From: Wednesday, November 02, 2011 4:27 AM
To: Richard Mabey
Subject: junkyard issues

Hi Red,

I just wanted to write to follow up our telephone conversation from yesterday. We seem to be of the same mindset that the plan going forward was to address the two properties we consider junkyards that are across from one another (I cannot recall the street name right now), the goal being to require both properties to become licensed. The Town could proceed with an enforcement action in Court against these two junkyards on the theory that the junkyards are not permitted uses, but we will likely run into the non-conforming use defense. Indeed, it appears that the Town believes that the junkyard use on both of these properties is non-conforming.

Non-conforming uses are governed by Article V of the North Hampton Zoning Ordinance. Section 501.1 states that "All uses existing at the time of the adoption of this ordinance, or during the year preceding its adoption, of any buildings or premises may be continued without restriction." I have a copy of a very old North Hampton Zoning Ordinance from 1966 that prohibited junkyards "in view of any residence or highway" in the rural zoning district, but I am not familiar with how the zoning changed in the years that followed. If we presume that the junkyards are non-conforming, that right could have been lost if either use was extended, expanded, or changed, or had ceased for one year or more or was abandoned for any period. Knowing that the uses on these properties date back a long time, however, it may be difficult to compile a sufficient history to make this assessment. As a result, the property owners would likely have a good claim that their uses are non-conforming.

Regardless of having the right under zoning to maintain the junkyard use, the State requires that junkyards, as defined by the legislature, be licensed. Since neither junkyard is currently licensed the Town could pursue enforcement on that basis, but the more practical solution seems to be to go after these owners and require them to get licensed. Because the Town does not have its own licensing regulations right now, the Town would look to the State law (RSA 236:11-129) and apply those licensing requirements. Below is a brief synopsis of how this works:

New Hampshire law applies different licensing requirements depending upon whether the junkyard was in existence when the statute was adopted or not. For purposes of the statute, the operative date for determining whether the junkyard predates the statute is April 20, 1981. Regardless of when the junkyard was established, however, the person operating or maintaining the junkyard must do two things: 1) obtain a license to operate the use; and 2) obtain a certificate of approval for the location of the junkyard.

With respect to established junkyards the statute states that "[f]or purposes of this subdivision the location of junk yards or automotive recycling yards already established are considered suitable for the issuance of a license." RSA 236:125. That municipality where located and owner of the yard considered suitable for the issuance of a license. These requirements are: 1) payment of the licensing fee; 2) information concerning the location of the use; 3) fencing; 4) certificate of compliance with best management practices if the license is to operate an automotive recycling yard or motor vehicle junk yard; 5) proof that owner has not been convicted of larceny or receiving stolen goods; and 6) junkyard is not a public nuisance.

With respect to public nuisances, RSA 236:119 provides that any junkyard located or maintained in violation of the statute is declared a nuisance and may be abated. Thus, an unlicensed junkyard is technically a nuisance since it is not in compliance with law and if the landowner refuses to obtain a license under the common law, a "public nuisance" is defined as "an unreasonable interference with a right common to the general public." The New Hampshire Supreme Court has

stated that such a nuisance can arise from "behavior which unreasonably interferes with the health, safety, peace, comfort or convenience of the general community." Bottle v. Lillis, 112 N.H. 492 (1972).

Once the Board of Selectmen receives the application for the junkyard it will need to hold a public hearing not less than 2 nor more than 4 weeks from the date the Board receives the application. RSA 236:116. Notice requirements are discussed in RSA 236:116. The Board of Selectmen then has 2 weeks following the hearing to decide whether the license should be granted. If approved, the license will run until April 1 of the next year and the license is not assignable.

As has been discussed before, the first step in this process is to approach the landowners to advise them of the concerns regarding their junkyards and the need for them to be licensed. It is also very important that an official try to visit both properties to inspect the condition of each since one of the requirements to become licensed is that the junkyard is not a public nuisance. If the landowner then refuses to cooperate and get licensed the Town will have the right to pursue appropriate legal action to challenge the use.

Sorry for the long email, but I wanted to try and cover all the relevant points going forward. Good luck with your operation. Talk to you soon.

-matt

Matthew R. Serge
Upton & Hatfield, LLP
10 Centre Street
P.O. Box 1080
Concord, NH 03301-1080
Tel: 603-224-7791
Fax: 603-224-0020
mserge@upton-hatfield.com
www.upton-hatfield.com

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Rick Milner

From: Paiton, Jennifer <jennifer.paiton@des.nh.gov>
Sent: Wednesday, May 23, 2018 2:38 PM
To: Rick Milner
Subject: Concerning your application: Subsurface Systems File and Archive Record Request ending in 89YPR

Concerning your application Subsurface Systems File and Archive Record Request:

No records were found listed in database or on archive index system under any of the information provided, including names, address and tax map/lot. Unfortunately, we do see instances where a system was never submitted or never called in for inspection.

Also, we would not have any record prior to 1967. There is also no record of a repair/replacement as would have been submitted by an installer.

If you have further questions, please contact us at (603) 271-3501.

Jennifer Paiton
Subsurface Archives
NHDES – Land Resources Management
Direct: (603)271-2924
Main: (603)271-3501
Jennifer.Paiton@des.nh.gov

LOT 003-060-000

4474-2187

2450-1310

2362-333

222-1800

Wasiewski

222-1799

1071-046 1947

1945 1029-362 ORIGINAL DEST

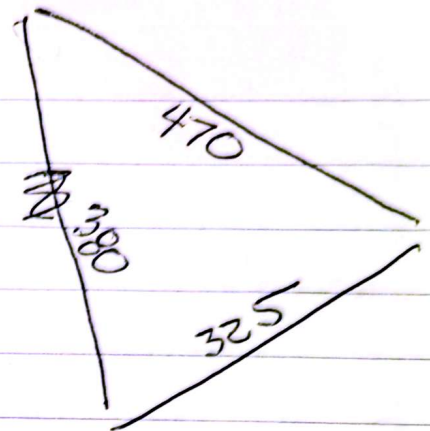
1029-0214

691-374

Co AC 661-291

gk AC 661-1

Co 609-207



Bellon to FIELD
1032-018 ~~1945~~
by JWD
plan ~~1947~~

M 3 lot 59

Kousser E Knox Reuse Trust

5464-0212 * 2013

3Kc course E Knox

1705-494 ↑ 1964

Westerhean Jr & Nancy Holland

1957 ↑

1431-24

Redwood & Marguerite B Fiske
1952 ↑ 1263-508
Semi Rd

Chamney M & Marguerite Sm

1945 ↑ Porton
1023-374

Norman O. Merston

3,904K

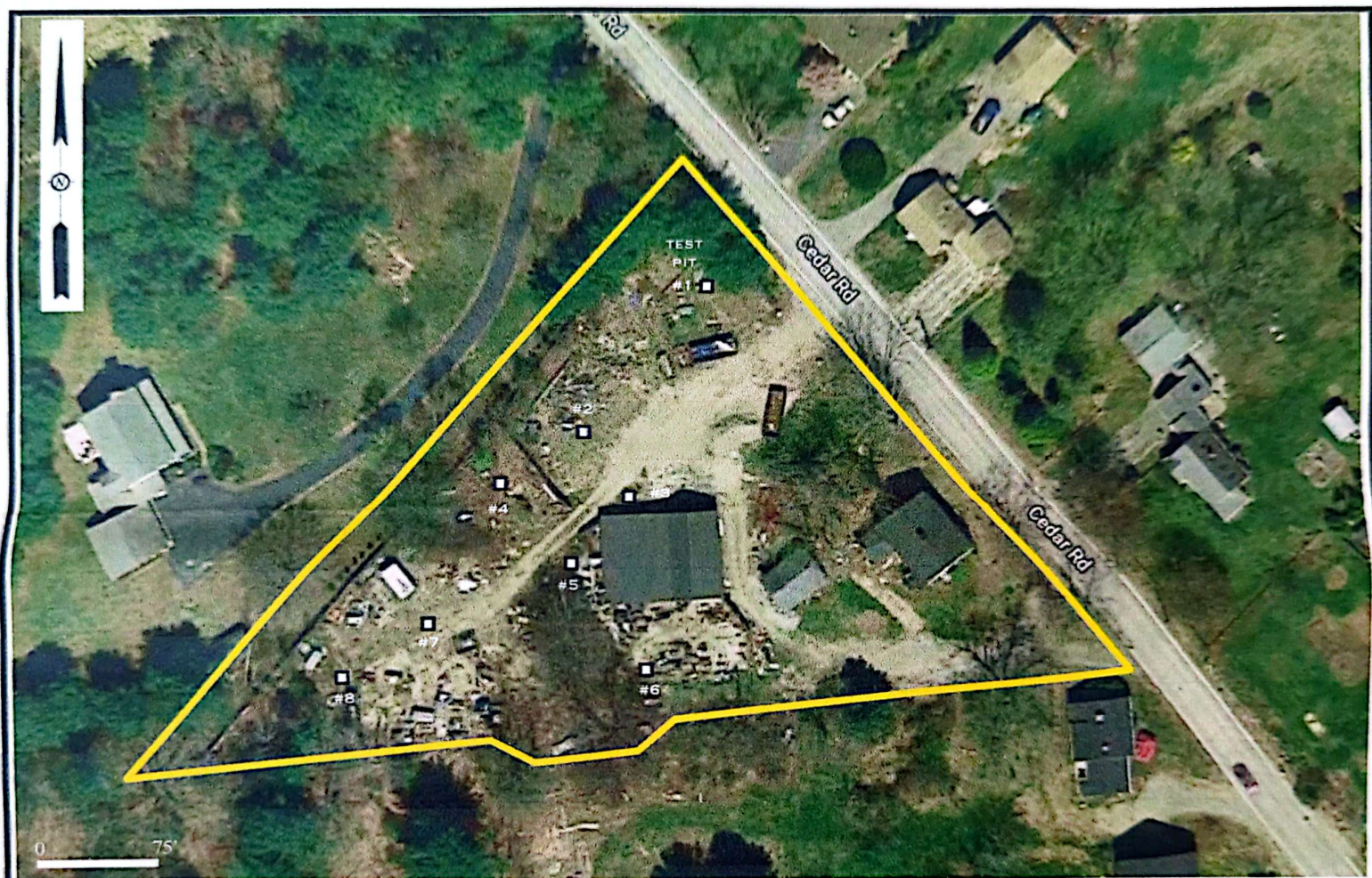


Figure 1. Site Plan
6 Cedar Road, North Hampton, New Hampshire

TP-1

00-12" dark brown LOAM
 12-24" orange-brown, fine-medium SAND, some angular cobbles, dry
 24-48" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-2

00-02" dark brown LOAM
 02-18" brown, fine-medium SAND, some angular cobbles, dry
 18-54" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-3

00-48" brown, fine-medium SAND, some angular cobbles, dry
 18-54" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-4

00-06" dark brown FILL, ASH?
 06-18" brown, fine-medium SAND, some angular cobbles, dry
 18-54" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-5

00-30" orange-brown, fine-medium SAND, some angular cobbles, dry
 30-54" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-6

00-12" dark brown LOAM and angular cobbles
 12-48" tan-orange, fine-medium SAND, little gravel, dry (PID = 0.0 ppmv)

TP-7

00-12" orange-brown, fine-medium SAND, some angular cobbles, dry
 12-60" tan, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

TP-8

00-06" dark brown LOAM
 06-54" olive-brown, fine-coarse SAND and GRAVEL, dry (PID = 0.0 ppmv)

Groundwater was not encountered in any of the test pits. As described above, the test pits generally encountered three types of overburden; a dark brown loam, an orange/brown fine to coarse sand and gravel with numerous angular and fractured cobbles, and a tan fine to medium/coarse sand. The upper unit containing the broken cobbles is likely fill as the native soil in this area is the underlying sand and gravel. The

Stockton Services
PO Box 1306
Hampton, NH 03843-1306

Alex Brosseau
Woodland Rd
Hampton, NH 03842

Statement 08/08/19

Locus: 6 Cedar Road, North Hampton

Septic Design for 6 bedroom duplex	\$1200.00
NDHES septic design review fee paid	\$ 300.00
Research, consulting re: boundary survey and condo conversion	<u>\$ 500.00</u>
Total	\$2000.00
Received on account	<u>\$1000.00</u>
Balance	\$1000.00

Balance due \$1000.00

Thank you.

Tocky

5991-2413

W. Alexander Homes LLC
Map 3 Lot 60

BM Home 20 Job 8

stevens.scaturro@gmail.com

Variance 00
←

R1

Duplex
permitted use

home occupation
w/ special exception

backlots only
lots of recorded
40' front

QUESTIONS
FOR PETER -
1) ZBA with good
sketch

2) Boundary
issue

Aquifer 20 2AC
20% IMP*
Duplex requires 2.3
60,000 for wetland

929-4474